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DECLARATION
OF COVENANTS
AND RESTRICTIONS

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S H A R K

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June 15, 2016

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHARK KEY

This Amended Declaration, made this 15 day of JUNE, 2016 by the Shark Key Homeowner's Association, Inc. a Florida corporation, which declares that the real property hereinafter described, (hereinafter referred to as "Shark Key") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to Shark Key Homeowner's Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Amended Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference.
- B. "Developer" shall mean the former developer and refer to Shark Key Development Corporation, a Florida corporation.
- C. "Shark Key" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II thereof, and shall include the real property described in said Art. II.
- D. "Lot" shall mean and refer to any lot or other parcel in Shark Key together with any and all improvements thereon, platted in the Public Records of Monroe County, Florida on which a residential structure could be constructed whether or not one has been constructed.

- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.
- F. "Common Area" shall mean and refer to all real and/or personal property which the Association has an interest in whether or not said real and/or personal property is within the boundaries of Shark Key including, without limitation, a right of use for the common use and enjoyment of the members of the Association.

**II. PROPERTY SUBJECT TO DECLARATIONS: ADDITIONS
THERETO, DELETIONS THEREFROM**

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Monroe County, Florida and comprises all the parcels platted or unplatted, within or upon the property legally described as:

All of Shark Key, according to the plat thereof as recorded in Plat Book 7, at Page 39, of the Public Records of Monroe County, Florida.

More particularly described as:

Government Lot 1, Section 15, T67S, R26E

and

Government Lot 3, Section 14, T67S, R26E

and

Government Lot 2, Section 23, T67S, R26E

The premises above being known as Shark Key.

III. PROPERTY RIGHTS

Section 1.

Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

- B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association, and
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Membership. Every person or entity, who is a record fee simple owner of a Lot, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot in Shark Key (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments together with the interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or by Abandonment.

Section 2.

Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Shark Key and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3.

This Section is intentionally left blank.

Section 4.

Uniform Rate of Assessment. All regular and special assessments for all lots in Shark Key shall be at a uniform rate.

Section 5.

Special Assessments for Capital Improvements and Major Repairs. In addition to any 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, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixture and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting interests of the membership, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6.

Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7.

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 at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to the inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of Commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8.

Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the Public Records of Monroe County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after this delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fee, and in the event a judgment is obtained, such judgement shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the Court, together with costs of the action.

Section 9.

Subordination to lien of Mortgages. Except as otherwise provided by the Homeowner's Association Act, as amended from time to time, the lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a Federal or State chartered bank, life insurance company, Federal or State savings and loan association or real estate investment trust. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10.

Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Areas as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1.

Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2.

Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from the same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessments shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3.

Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII. ARCHITECTURAL CONTROL

Section 1.

Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to an approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit B, as the same may from time to time be amended.

Section 2.

Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provision of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness of validity of such change or modification.
- B. To require submission to the ARB of two (2) complete sealed sets of all plans and specifications for any improvement or structure of any kind including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Shark Key. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Shark Key and to approve or disapprove any exterior additions, changes, modifications or alteration therein and thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof

may, but need not, be made by certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

- D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvement. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

VIII. RESTRICTIONS

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Section 1.

Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected upon any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated, and a single Lot, shall be in total area at least twelve thousand five hundred (12,500) square feet.

In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Shark Key.

Section 2.

No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Board of Directors of the Association.

Section 3.

Antennae. No aerial or antennae shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in Shark Key unless approved by the ARB, except that satellite dishes may be placed upon a Lot in a location where it is isolated from public view.

Section 4.

Storage and Repair of Motor Vehicles. Large trucks, large recreation vehicles or other large motor vehicles which are placed, parked or stored upon any Lot shall be screened from public view. No maintenance or repair may be performed upon any motor vehicle upon any Lot except where screened from public view. This section shall not apply to service vehicles, maintenance vehicles, construction equipment or construction vehicles during service calls, maintenance or construction periods.

Section 5.

Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6.

Artificial Vegetation. No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7.

Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 8.

Landscaping. A basic landscaping plan for each home must be submitted to an approved by the ARB. Sodding, seeding, or sprigging or combinations thereof will be required on all front, side, and rear yards.

Section 9.

Nuisances. Nothing shall be done, or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 10.

Signs. No sign of any kind shall be displayed to the public view of any Lot except for the following: Homeowners shall not display or place any sign of any character including “for rent” or “for sale” signs except that a sign displaying the word “open house”, not to exceed five (5) square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 11.

Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No docks, bulkheads, moorings, pilings, boathouses or boat shelters of any kind or any construction shall be erected on or over lakes or waterways within Shark Key except by the Association. Docks, bulkheads, moorings, pilings, boathouses or boat shelters erected on or over natural waterways (i.e., Florida Bay) are permissible subject to approval by the ARB, the Board of Directors, and the laws of Monroe County and the State of Florida. No motor powered boat of any kind shall be kept or used upon any lake or waterway within Shark Key.

The area, if any, between the lot line of any Lot and the water’s edge of any lake or other water body within the Land shall be landscaped and/or sodded and/or seeded and maintained by the Owner of said Lot as if said area were a portion of the Lot owned by said owner. No person or persons whomsoever shall be permitted upon that portion of the Common Area lying between the Lot line of any Lot and the water’s edge of any lake or other water within the Land except (a) the Owner from time to time of said

Lot, his family, guests and invitees, or (b) and employee or contractor of the Association for the sole purpose of performing maintenance upon and within said Lake or other water body.

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Section 12.

Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and undeveloped lots shall be graded and kept mowed to maintain a kept appearance by the lot owner. In the event that any Owner shall fail or refuse to keep his Lot mowed, free of weeds, underbrush or refuse piles or other unsightly growths or objects, the Association may enter upon said Lot and remove the same, or maintain the Lot, at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

Section 13.

Fences. No chain link fences shall be erected or permitted on any Lot without the express written approval of the ARB.

Section 14.

Lot Setbacks, Lot Coverage and Maximum Building Heights. The following provisions regarding required minimum lot setbacks, maximum lot coverage and maximum building heights shall apply to the Lots of Shark Key:

	<u>ISLAND LOTS</u>	<u>ESTATE LOTS</u>
Front Yard Setbacks	30'	30'
Rear Yard Setbacks	20'*	20'
Side Yard Setbacks	15'	15'
Maximum Lot Coverage	30%	30%
Maximum Building Height	35' above Average Ground Level	35' above Average Ground Level or 40' above Average Ground

Level when
necessary for roof
design.

Minimum Building Floor Area 2,400 sq. ft. 2,800 sq. ft.

* Rear Yard Setbacks will be measured from the Mean High Water Line or in cases of shoreline mangroves, 20' laterally upland from the landward limit of the shoreline mangroves.

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Section 15.

Building Type. No prefabricated, modular, or manufactured housing shall be placed or erected upon any Lot.

Section 16.

Alteration of Common Area – Memorial to Michelle Keevan Halpern. There is a memorial to Michelle Keevan Halpern that is currently located on the Common Area of Shark Key, within Tract F (hereinafter, the “Memorial” and “Current Location”). With the agreement of the Board this Memorial was placed in its Current Location by the former Developer at its sole expense. If, at any time, the Association desires to have the Memorial moved from its Current Location, the Association will notify the former Developer, at the former Developer’s last known address, by certified and regular mail at least sixty (60) days prior to the date that the Association desires to remove the Memorial from its Current Location. The former Developer shall have sixty (60) days following the confirmed date notice was mailed (as documented by the United States Post Office) in which to remove the Memorial from its Current Location. Should the former Developer fail to remove the Memorial from its Current Location during that sixty (60) day time period, the Association may remove the Memorial from its Current Location and dispose of the Memorial as the Association sees fit in its sole judgment and without consideration of any kind to the former Developer. Notwithstanding the foregoing the Memorial shall not be removed from its Current Location for a period of five (5) years following the date of the Transition Meeting without the express written consent of the former Developer.

IX. This Article is intentionally left blank.

X. GENERAL PROVISIONS

Doc# 2079977
Bk# 2801 Pg# 1932

Section 1.

Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods or ten (10) years unless an instrument is signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give to the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking enforcement.

Section 2.

Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing. By written notice to the Association, a Lot Owner may waive notice by mail and accept electronic or other notice in lieu thereof.

Section 3.

Severability. Invalidation or any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4.

Amendment. This Declaration may be amended at any time and from time to time upon the written and recorded approval of at least two-thirds (2/3) of the voting interests of the membership, with or without a meeting, provided

that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.

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Section 5.

Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.

Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Monroe County, Florida.

Section 7.

The original Declaration of Covenants and Restrictions was recorded on February 4, 1987 in Book 1001, Page 1874 et seq. of the Official Records of Monroe County. This Amended Declaration of Covenants and Restrictions reflects the fact that the former Developer's work has been completed and the former Developer no longer owns any parcels within Shark Key. Accordingly, all references to the former Developer have been eliminated other than definitions and Article VIII, Section 16 regarding the Memorial to Michelle Keevan Halpern. It is further noted that no Exhibit A was recorded with the original Declaration and none is recorded with this Amended Declaration. Should the former Developer, its successors or assigns, assert rights to any benefits under the original or this Amended Declaration, then any such asserted rights, if valid, shall be subject to the former Article V, Section 3 of the originally recorded Declaration of Covenants and Restrictions of Shark Key.

IN WITNESS WHEREOF, the Shark Key Homeowner Association, Inc. has caused these presents to be executed as required by law on this, the day and year first above written.

SHARK KEY HOMEOWNER'S ASSOCIATION, INC.

By: Patricia Wray
Acting President

Patricia Wray
Secretary

STATE OF FLORIDA
COUNTY OF MONROE

On this 15th day of June, 2016, personally appeared before me the above-named Patricia Wray, to me personally known and first being duly sworn, did acknowledge the foregoing to be her free act and deed and her free act and deed as Acting President and Secretary of the Shark Key Homeowner's Association, Inc.



Kimberly White
Notary Public

EXHIBIT "A"

Intentionally omitted as no Exhibit A was attached to the original Declaration of Covenants and Restrictions recorded in the Official Records of Monroe County at Book 1001, Page 1874 et. seq.

EXHIBIT "B"

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for Shark Key, as recorded in the Public Records of Monroe County, Florida provides that the Board of Directors of the Association shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Shark Key provides that the Board of Directors of Shark Key Homeowner's Association, Inc. (the "Association") on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Shark Key which criteria are to be set forth in writing and made known to members and all-prospective members in Shark Key.

NOW, THEREFORE, the Board of Directors of the Association has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Shark Key the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing not less than twenty-four hundred (2,400) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty five (35) feet in height on those Lots designated as Island Lots and thirty five (35) feet in height on those lots designated as Estate Lots or forty (40) feet when necessary for roofline design. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. LAYOUT. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building

is approved by the ARB. It is the purpose of this approval to assure no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

3. EXTERIOR COLOR PLAN. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Shark Key.

4. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building, provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. Minimum pitch on roof will be 4/12. Mansard roofs will not be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved the ARB. Asphalt shingle will not be allowed.

5. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Eight inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open house", not to exceed five square feet, may be displayed during anytime the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

7. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

8. LANDSCAPING. Landscaping criteria will be established by the ARB. The ARB's landscaping architect will require a minimum number of trees, ground cover, etc. to achieve the desired effect. Also, the landscape architect will determine the kind of trees, etc. which can be planted in the community and the builder must choose from this approved list.

9. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis courts to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the sidewalls of the dwelling;
- C. No screening of pool area may extend beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by the ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

13. GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently, except that the lot may be used as a sales/storage office during the development of Shark Key.

15. REMOVAL OF TREES. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

16. MAILBOXES. No mailbox or paper box or other receptacle of any kind for use in delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the dwellings.

17. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

18. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the ARB and the governing utility authority.

19. ARB REPORTS. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the lot owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion

thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

**MONROE COUNTY
OFFICIAL RECORDS**