

USE RESTRICTIONS CONTAINED IN FORM 7 OF CURRENT PORT ROYAL DEEDS

The property herein conveyed is subject to the following general covenants and restrictions numbers 1 through 24, inclusive, which it is agreed will run with the land and be binding upon all parties having, or hereafter to have, an interest in the premises.

CITY ZONING AND ORDINANCES

(1) These general restrictions and covenants are supplemental and complementary to the zoning and other ordinances of the City of Naples

The property herein conveyed shall always be restricted by the use, height and area regulations and requirements as they shall from time to time be legislatively and administratively determined for the City of Naples zoning district in which such property falls; provided however, no administrative variances by the City of Naples shall in any way be construed to reduce the restriction requirements as are hereinafter set forth.

(2) The regulatory provisions contained in the ordinances of the City of Naples pertaining to Animals and Fowl; Garbage, Trash and Weeds; Noise; Swimming Pools; Traffic; Trailers and Zoning which affect the property herein conveyed shall survive and continue as restrictions on such property if for any reason they should not continue in effect.

ALTERATION OF PREMISES

(3) The premises hereby conveyed shall not be extended into any bay, cove, canal, or channel beyond the platted lot line and the contour of the shore line shall not be altered by excavation or construction. No substantial changes in the elevation of the land are permitted.

USE

(4) No part of the premises hereby conveyed, unless otherwise stated herein, shall be used or occupied by other than a single family, servants of the family and non-paying guests of the family, nor shall the premises be used for other than residential purposes.

APPROVAL OF PLANS AND ARCHITECT

(5) No buildings or structures of any kind shall be constructed, exteriorly altered or placed upon the premises herein conveyed or in the submerged area contiguous thereto until the plans therefor, including the specifications for the exterior color scheme, have been approved in writing by Port Royal. Disapproval of such plans may be based upon any ground including purely aesthetic grounds, and shall be solely within the discretion of Port Royal.

(6) Only plans for buildings or structures which have been designed by an architect who is approved in writing by Port Royal shall qualify for approval in (5) above.

MINIMUM SIZE

(7) The ground floor area of the main dwelling shall contain total living area of not less than 1,750 square feet for a one-story dwelling and 1,600 square feet for a two-story dwelling, exclusive of garage, covered walks and open porches.

SET BACK FROM LINES

(8) No part of a building, including roof eaves, or a structure which is higher than three (3) feet above the highest point of the street shall be built within twelve and one-half (12 ½) feet of the side property line or outside the waterfront building line established on the recorded plan except that walls and fences no higher than five (5) feet above the highest point of the street may be built up to the side property line but not outside the said waterfront building line.

ROOF PITCH

(9) The main or predominate portion of the roof of the main dwelling and accessory buildings shall have a pitch of not less than 8 to 12. This shall not preclude a roof with 2 slopes so long as one which has a pitch of not less than 8 to 12, or a flat deck roof atop a slope of the required 8 to 12 pitch.

GARAGE, CARPORT

(10) The garage door or doors must be equipped with an automatic closing device which must be kept operative at all times. No open side or open end car port over a terminating driveway is permitted.

EXTERIOR BUILDING MATERIALS

(11) Siding of wood shingles, metal or asbestos and metal roofs are not permitted.

COMPLETION OF CONSTRUCTION - REMEDY

(12) When the construction of any building is once begun work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous six (6) month period then Port Royal shall have the right to notify the owner of record of the premises of the intentions herein, invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of Port Royal and may include but not be limited to aesthetic grounds. The owner in fact of the property shall be

liable for all costs incurred in such action and the total costs thereof will be in a lien on the property herein conveyed.

ANTENNAS

(13) No television or other antenna which is visible from the street, waterway or adjoining property is permitted unless specific approval for such is granted in writing by Port Royal.

UNDERGROUND WIRES

(14) All telephone, electric and other wires of all kinds must be underground from the poles of the transmission cables located within the platted utility easements to the building or use connection.

SEAWALL

(15) No seawall or retaining wall which shall extend more than six (6) inches higher in elevation than the water level at mean low tide is permitted.

DOCK AND MOORING PILING

(16) A dock is permitted only if it is without covering, is lower than the finished grade of the property herein conveyed and does not extend into the water more than ten (10) feet beyond the platted waterfront lot line. Mooring pilings are not permitted except on sites facing on Naples Bay, Gordon Pass Channel, Treasure Cove, Galleon Cove, Buccaneer's Bay, Morgan's Cove, Man of War Cove and Doubloon Bay and then shall not be placed more than thirty (30) feet beyond the platted waterfront lot line.

WATERFRONT PLANTINGS

(17) No hedges, trees or other plantings which, when fully grown, would materially obstruct the waterway view from the adjoining or nearby properties shall be placed beyond the building lines established on the registered plat toward the waters, coves, bays, channels, or canals.

GENERAL APPEARANCE

(18) Clothes lines or drying yards shall be so located as not to be visible from the streets, waterways or adjoining properties.

(19) Outside garbage and rubbish disposal facilities shall be either underground or in concrete garbage bins, fully enclosed and covered.

(20) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, provided that after proper notice if such condition is not corrected Port Royal shall have the right to enter upon the premises and make such correction at the expense of the owner.

GALLEON DRIVE LOTS 1 THROUGH 12

(21) A boat slip which recesses into the platted lot not more than sixty (60) feet from the platted waterfront lot line; a seawall which extends no higher than the finished grade of the property and a boathouse, combination boathouse, garage, guest, servants' rooms or utility room on the waterfront side of the property may be constructed on the property herein conveyed only if such property is described as any of Lots 1 through 12 of the Galleon Drive Section.

PORT ROYAL OFFICE

(22) The part or parties having or to hereafter have an interest in the premises herein conveyed waive any objections to the use of Lot 51 of the King's Town Drive Section of Port Royal as an office of Port Royal but only if such use is in like manner and upon standards of use as at the date of this conveyance. **(This use has been discontinued.)**

ANIMALS

(23) No live animals, including fowls, shall be kept on the premises. This shall not apply to household pets, except that no pets other than dogs, housecats, canaries, and parakeets shall be permitted except by written permission of Port Royal.

REMEDIES - SEPARABILITY

(24) In the event of a violation or breach of any of these restrictions, Port Royal shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be a deemed a waiver of the right to do so thereafter as to the same breach.