

AMENDED AND RESTATED MASTER DECLARATION OF RESTRICTIONS FOR STIRRUP KEY

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This Amended and Restated Master Declaration of Restrictions (hereinafter "Declaration") is made this 3rd day of April, 202108, by the STIRRUP KEY HOMEOWNERS ASSOCIATION, INC., a Florida Nonprofit Corporation (hereinafter "AssociationStirrup Key")

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WHEREAS, STIRRUP KEY HOMEOWNERS ASSOCIATION, INC. desires to reaffirm, amend and restate the Declaration of Restrictions of record in Official Records Book 665, Pages 610 – 613, the Amended Declaration of Restrictions of record in Official Records Book 775, Pages 927 – 930, the Rules and Regulations as recorded in Official Records Book 849, Pages 1118 – 1127; the Master Declaration of Restrictions as recorded in Official Records Book 983, Pages 1916 – 1934, and amendments thereto in Official Records Book 1001, Pages 2415 – 2416, and Official Records Book 1045, Pages 1707 – 1708; and the Master Declaration of Restrictions recorded in Official Records Book 1126, Pages 2481 – 2499, and amendments thereto in Official Records Book 1164, Pages 1040 – 1042, and Official Records Book 1342, Pages 2078 – 2080 of the Public Records of Monroe County, Florida; together with that amendment dated January 4, 1992 amending Article V, Section 5.1(a) and Article VI, Sections 6.3(d) and Section 6.16 which was not placed of record; and the Amended and Restated Master Declaration of Restrictions recorded in Official Records Book 1419, Pages 703 -722; and the Amended and Restated Master Declaration of Restrictions dated April 3rd, 2008 recorded in Official Records Book 2354, Pages 253-273 of the Public Records of Monroe County, Florida.

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NOW THEREFORE, in accordance with the provisions of the Declaration of Restrictions, Amended Declaration of Restrictions, Master Declaration of Restrictions and amendments thereto of record in the Public Records of Monroe County, Florida, and as approved by a majority of the lot owners who previously voted in favor of the aforementioned documents and have, by a majority of the lot owners, voted in favor of the provisions contained in this Amended and Restated Master Declaration of Restrictions, said documents of record are hereby reaffirmed, amended and restated as follows:

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ARTICLE I

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Section 1.1 Intent. This Declaration is enacted for the following purposes:

- (a) To collate all the preexisting restrictions, prohibitions, limitations and procedures earlier stated in the instruments and documents described in Section 1.3 of this Declaration; and
- (b) To extend the life of all the foregoing restrictions, prohibitions, limitations and procedures for the indefinite future, subject only to amendment of the same in accordance with the procedures stated in Section 8.7 of this Declaration; and
- (c) To ensure the use of the property for attractive, residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with

no greater restriction on the free and undisturbed use of his site than is necessary to ensure the same advantages to the other site owners.

Section 1.2 Legal Effect. This Declaration amends and restates all real covenants, or covenants running with the real property in Stirrup Key Subdivision and does not in any manner change the character of said covenants to anything other than real covenants, or covenants running with the real property in Stirrup Key Subdivision.

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Section 1.3 Effect on Earlier Documents. This Declaration shall, upon its adoption by the Association, supersede and replace the following documents and instruments heretofore recorded in the Official Records of Monroe County, Florida:

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- (a) The Declaration of Restrictions recorded in Book 665, Pages 610 – 613 of the Official Records;
- (b) —The Amended Declaration of Restrictions recorded in Book 775, Pages 927 – 930 of the Official Records;
- (c) The Rules and Regulations as recorded in Book 849, Pages 1118-1127 of the Official Records;
- (d) —Master Declaration of Restrictions as recorded in Book 0983, Pages 1916 – 1934, and amendments thereto in Book 1001, Pages 2415 – 2416 and Book 1045, Pages 1707 – 1708;
- (e) —Master Declaration of Restrictions of Record in Official Records Book 1126, Pages 2481 – 2499; Official Records Book 1164, Pages 1040 -1042; Official Records Book 1342, Pages 2078 – 2080; and
- (f) —Amended and Restated Master Declaration of Restrictions recorded in Official Records Book 1419, Pages 703 – 722 of the Public Records of Monroe County, Florida.
- (g) Amended and Restated Master Declaration of Restrictions dated April 3rd, 2008 recorded in Official Records Book 2354, Pages 253-273 of the Public Records of Monroe County, Florida.

ARTICLE II

Section 2.1 Definitions. For the purposes of this Declaration, the following definitions shall be controlling:

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- (a) “Owner” shall be defined as any individual holding title to one (1) or more lots located in the Subdivision, or anyone acting on behalf of such individual.
- (b) “Subdivision” shall be defined as the Stirrup Key Subdivision, according to the Plat recorded in Plat Book 7, Page 4 of the Official Records, and shall include, without limitation, all submerged property adjacent thereto and all roads, roadways, waterways and other bodies of water located therein.
- (c) “Association” shall be defined as the Stirrup Key Homeowners Association, Inc., a corporation of the State of Florida not for profit.
- (d) “Grievant” shall be defined as an owner who is not an applicant, but who objects to an application or to any action with respect to an application.

(e) "Applicant" shall be defined as any owner who files an application with either the Association or the Building Committee designated under its Bylaws.

(f) "Bylaws" shall be defined as the official Bylaws of the Association as the same existed on the date of the adoption of this Declaration.

(g) "Board" shall be defined as the Board of Directors of the Association acting under the authority of the Bylaws.

(h) "Building Committee" shall be defined as the standing Building Committee designated by the Association to undertake the functions described in Article X, Section 2 of the Bylaws in recommending the approval or disapproval of proposed improvements to lots in the Subdivision.

(i) "Application" shall be defined as any request in writing by an owner seeking the approval by the Association of an improvement to any lot or lots in the Subdivision belonging to that owner, to which there is attached a proposal, as hereinafter defined, and which is otherwise in conformity with the requirements of Article V of this Declaration.

(j) "Proposal" shall be defined to include, without limitation, scale engineering drawings which depict building elevations and all plumbing, mechanical and electrical equipment to be installed; specifications of materials to be used; plot drawings showing the location of the proposed improvement and all landscaping in relation to the boundaries of the lot or lots where it will be located; architectural drawings depicting the final appearance of the improvement when landscaped and otherwise completed; and such other and further documentation as the Building Committee may require in carrying out its duties under Article V of this Declaration.

(k) "Commencement" with respect to construction shall be the date on which the Building Department of Monroe County, or any future local governmental entity with corresponding powers, shall have issued its license or permit for any construction.

(l) "Completion" with respect to construction shall be the date on which the Building Department of Monroe County, or any future local governmental entity with corresponding powers, shall have issued its certificate that construction has been completed.

(m) "Improvement" shall be defined to include the construction of any dwelling or other structure on any lot or lots in the Subdivision, but shall exclude customary maintenance necessitated by ordinary wear and tear.

(n) "Modular" in reference to a dwelling shall be defined to include any dwelling made wholly or partly from structural or architectural members assembled from prefabricated components or assembled at any site other than the construction site, but shall exclude all roof and floor trusses, concrete floor beams, and all plumbing, electrical and mechanical equipment, and cabinets, doors and windows.

(o) "Adjacent" in reference to any lots shall be defined to include any lots which share boundaries, any lots which have tangent corners, and any lots fronting the same street whose boundaries, if extended, would intersect at a point on such street or on either of such lots.

(p) "Official Records" shall be defined as the Official Records of Monroe County, State of Florida.

(q) —“Abandonment” with respect to construction shall be defined as the cessation of construction activity for any interval exceeding sixty (60) consecutive days or, the expiration or revocation of the building permit, whichever shall be sooner.

(r) “Common Areas” in reference to the development shall be defined to include the lagoon, roads, entrance gate, ponds and other contiguous lands to said areas.

(s) “Dock Lot” in reference to the marinas shall be defined as upland deeded property contiguous to the sea wall.

ARTICLE III

Section 3.1 Formation, Consolidation and Partition of Lots. Lots may be increased or decreased in size in accordance with the requirements of Section 3.2 and this Section in the following manner:

(a) Upon application in writing to the Board of Directors by the owners of the lots affected and approval by the Board, any vacant lot may be increased in size by adding one or more other vacant lots or portions of vacant lots to it, but after the formation of a larger lot by such a consolidation of vacant lots, no more than one (1) residence shall be allowed on the larger vacant lot thus formed. In addition, the original lots shall continue to be assessed by Stirrup Key individually as if the lots had not been consolidated.

(b) Upon application in writing to the Board of Directors by the owners of the lots affected and approval by the Board, a vacant lot may be decreased in size by adding a portion of it to an abutting vacant lot, but no residence shall be constructed on the smaller vacant lot remaining after such partition unless it is not less than twelve thousand five hundred (12,500) square feet in area and all improvements on it are in conformity with the dimensional requirements in Article IV of this Declaration.

Section 3.2 Notice of Consolidation and Partition. Upon any increase or decrease in the size of one or more vacant lots by either the consolidation or partition of the same as stated in Section 3.1 of this Declaration, the owners of all the affected lots shall have an instrument to that effect recorded in the Official Records, and shall send a copy of the recorded instrument to the Secretary of the Association.

Section 3.3 Size. No lot shall be smaller than eight thousand(8,000) square feet.

Section 3.4 Elevation and Drainage. No change in elevation of the land shall be made which will interfere with drainage or otherwise cause undue hardship to the owners or occupiers of adjoining property.

ARTICLE IV

Section 4.1 Structures. No building shall be erected or maintained on any lot in the Subdivision other than the following:

(a) One (1) single family dwelling; and

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(b) One (1) or more appurtenant structures such as detached garages, cabanas, and the like, but no appurtenant structure may be occupied at any time or under any circumstances as a dwelling.

(c) Servants' quarters shall not be located in any appurtenant structure, but shall be an integral part of the dwelling.

Section 4.2 General Requirements for Approval. No building shall be erected in the Subdivision, nor shall alterations or additions be made to existing buildings until the design and location shall have been approved in writing by the Association in accordance with Article V of this Declaration.

(a) All structures shall be of materials and architectural styling approved by the Building Committee in its deliberations under Article V.

(b) A liberal range of architectural styles will be permitted and, although architectural harmony will be encouraged, no owner shall duplicate the architecture of another dwelling in the Subdivision.

(c) There shall be no modular home structures in the Subdivision.

(d) There shall be no dwelling in the Subdivision with a living space smaller than two thousand (2,000) square feet of enclosed living space, and all porches shall be excluded from that calculation, regardless of whether enclosed or unenclosed.

Section 4.3 Setbacks. There shall be a minimum setback for all buildings of twenty-five (25) feet from the street and, for corner lots, a setback of fifteen (15) feet from any side street; a setback of twenty (20) feet from the canal; and interior side setbacks of not less than seven and one-half (7½) feet or ten percent (10%) of the lot width, whichever is greater, measured at right angles from the lot line to the improved structure. All measurements are from the drip line.

Section 4.4 Temporary Structures. No structure of a temporary nature shall be permitted unless it is required for the construction of the dwelling, in which case it shall be removed within ten (10) days from the date construction is completed or within ten (10) days from date of expiration or revocation of any building permit. Such temporary structure, at all times, must be immediately removable from the Subdivision to avoid nearby properties in the instance of hurricanes, acts of God, or emergency situations declared by Stirrup Key Homeowners Association directors.

Section 4.5 Failure to Complete Construction. The owner of a lot in the Subdivision who has started any construction on that lot shall be subject to the following requirements:

(a) The owner shall complete the construction within two (2) years from the date of its commencement. All construction presently in progress shall be completed within two (2) years from the date of the recordation of this Declaration. Provided, however, that all days between the expiration date or revocation date of any building permit and its renewal, re-issuance or reinstatement date shall be counted as part of the two (2) year completion requirement of this Declaration.

(b) The owner shall be deemed to have abandoned the construction upon cessation of construction activity for any interval exceeding sixty (60) consecutive days, or upon the expiration or revocation of any building permit.

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(c) Upon finding by the Building Committee that the owner of a lot has either failed to complete the construction within the interval prescribed by this Section or has abandoned it within the meaning of this Section, the Building Committee shall act in accordance with the following Procedures:

(i) The Building Committee shall direct the owner by registered letter to remove the unfinished construction within thirty (30) days of the date of the letter.

(ii) Within thirty (30) days of the date of the letter, the owner shall either remove the unfinished construction or file with the Building Committee an application showing why the removal of the unfinished construction would pose a hardship.

(iii) Upon the filing of such an application by the owner, the Building Committee, in its discretion, may deny the application altogether; or enlarge the deadline for the resumption or completion of the unfinished construction; or enlarge the deadline for its removal. The Building Committee shall take action on any such application within thirty (30) days and shall give the owner notice of its action by registered letter.

(iv) Any owner who is dissatisfied with any action by the Building Committee under this Section may take the matter to the Board in accordance with the procedures stated in Section 5.6 of this Declaration or circulate a special petition to the members of the Association in accordance with Section 5.7 of this Declaration.

Section 4.6 Containment and Removal of Construction Debris. The owner of any lot in this Subdivision shall be responsible for the containment of any and all construction debris during building and for removal of same within thirty (30) days following the completion, cessation, or abandonment of construction. Upon a finding by the Building Committee that an owner has violated this Section, the Association shall have all remedies with respect to the removal of such construction refuse and debris conferred upon it by Section 4.7 of this Declaration.

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Section 4.7 Remedies for Violation. If any owner violates any order of the Building Committee or any requirement imposed by this Declaration with respect to construction, the Association shall have the following powers:

(a) The Association may abate or remove such construction if the owner shall have failed to do so within sixty (60) days after notice to the owner by registered letter, and the expense incurred by the Association shall become a lien upon the lot from which such construction shall have been removed, which the Association may perfect by the recording of a Claim of Lien in the Official Records, and which it may foreclose in the same manner as the foreclosure of a Mortgage on real property.

(b) In addition to the foregoing, the Association may sue the owner in an action at law for damages, and shall be entitled to recover such expense and consequential damages, interest, costs and legal expenses for trial and appeal.

(c) The powers of the Association under this Section shall be cumulative, and shall be in addition to those conferred by the Declaration, or by any other Article, Section or Subsection thereof.

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ARTICLE V

Section 5.1 Conditions for Preliminary Acceptance of an Application. No application shall be accepted for consideration by the Building Committee unless it is in substantial conformity with the following requirements:

application shall be accepted for consideration by the Building Committee unless it is in substantial conformity with the following requirements:

- (a) The application shall be in writing to the Chairman of the Building Committee of Stirrup Key with a copy of the application, less plans, to be sent to the President of the Board of Directors.
- (b) The application shall state the name of the applicant, and shall indicate the address at which the Association is to communicate with him by mail.
- (c) The application shall designate by number the lot or lots on which the proposed improvement will be located.
- (d) The application shall state that the applicant has not procured, and will take no action to procure, any construction permit from the Building and Zoning Department of Monroe County until such time as the Association has communicated to him its final approval of his application in accordance with this Article.
- (e) The application shall have attached to it a proposal conforming to the requirements of Articles III and IV of this Declaration and containing the documents described in Section 2.1 (i) and 2.1 (j) of this Declaration.
- (f) The application shall be signed by the applicant.

Section 5.2 Conditions for Approval of an Application. No application shall be recommended by the Building Committee for approval by the Board unless it is in substantial conformity with the requirements of Section 5.1 of this Declaration and in conformity with the requirements of this Section. No application for the construction of a modular dwelling or other structure, or for the modification or renovation of any existing dwelling or other structure with the use of modular components, will be recommended for approval.

- (a) No application for the construction of a dwelling containing less than two thousand (2,000) square feet of enclosed living space will be recommended for approval, and all porches shall be excluded from that calculation, regardless of whether enclosed or unenclosed.
- (b) No application for the construction of more than one (1) dwelling on any lot or combination of lots comprising a total of less than Twelveeighth & ¹/₂ thousand Five Hundred (128,050) square feet will be recommended for approval.
- (c) No application for the construction or modification of any dwelling or other structure will be recommended for approval unless upon completion the proposed improvement will be in conformity with this Declaration.
- (d) No application will be recommended for approval unless the proposal which accompanies it provides for suitable landscaping.

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(e) — No application will be recommended for approval unless, in the judgment of the Building Committee, the proposed improvement will be in architectural conformity with the Subdivision.

Section 5.3 Procedure for the Preliminary Acceptance of Applications. The Building committee shall communicate with the applicant to advise him of preliminary acceptance or rejection of his application in accordance with the following procedures:

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(a) — When any applicant shall have delivered an application to the Chairman of the Building Committee, the Chairman shall note on the application the date it was delivered.

(b) — No later than ten (10) days from the date on which the application shall have been delivered, the Chairman or any member of the Building Committee whom he may designate shall examine the application and determine whether it is in conformity with the requirements of Section 5.1 of this Declaration.

(c) — In the event the Chairman or his designate shall determine that the application is not in conformity with Section 5.1 of this Declaration, the application shall be returned intact to the applicant, together with a letter informing the applicant of the matters on which his application is deficient.

(d) — In the event that Chairman or his designate shall not have communicated with the applicant by letter within ten (10) days of the date on which the application was delivered, the preliminary application will be deemed to have been accepted by the Building Committee for consideration on the last day of that ten (10) day interval.

Section 5.4 Procedure for the Approval or Disapproval of Applications. Upon the preliminary acceptance of an application for its consideration, the Building Committee shall examine the application, determine whether it should be approved or disapproved, and communicate its recommendation for approval or disapproval to the applicant and to the Board, in accordance with the following procedures:

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(a) — Within thirty (30) days of the preliminary acceptance of the application by the Building Committee, the Building Committee shall examine the application to determine whether it is in conformity with Sections 5.1 and 5.2 and the other requirements of this Declaration.

(b) — If the Building Committee determines that the application should be recommended to the Board for approval, the Building Committee shall so advise the board. In the event that the Building Committee takes no further action, the application shall be deemed to have been recommended for approval on the final day of the thirty (30) day interval described above.

(c) — If the Building Committee determines that the application should be recommended to the Board for disapproval, the Building Committee shall, by letter, so advise the applicant and the Board, with copies to the owners of all lots within three hundred (300) feet of the lot or lots to be affected by the application, calling the attention of the applicant to those features of the application forming the basis for its recommendation and informing him of what additions, deletions and other changes in the application may be necessary in order to cure it.

(d) Within thirty (30) days of the date of any letter informing the applicant that the Building Committee has recommended the disapproval of his application, the applicant may take either of the following actions:

- (i) The applicant may deliver to the Chairman of the Building Committee an amended application incorporating such additions, deletions and other amendments as the Building Committee may have proposed, in which event the application shall be considered as though no earlier application had been filed; or
- (ii) The applicant may write a letter requesting a meeting with the Building Committee for the purpose of reviewing with it those features of the application which formed the basis for its recommendation.

In the event that the applicant elects to have a meeting with the Building Committee, the meeting shall be conducted in accordance with the following procedures:

- (i) The meeting shall be convened within fifteen (15) days of the date the applicant shall have delivered the letter requesting it.
- (ii) The sole question to be determined at the meeting will be whether the application should be recommended for approval.
- (iii) The applicant may present his architect or contractor at the meeting to answer any questions the Building Committee may have relating to the proposed improvement.
- (iv) The applicant or the Association may be represented at the meeting by legal counsel.
- (v) The applicant or the Association may have the meeting recorded and transcribed by a stenographer at his or its expense.

Within fifteen (15) working days from the date of any meeting convened pursuant to this Section, the Building Committee shall advise the Board of Directors and the applicant, by letter, with copies to the owners of all lots within three hundred (300) feet of the lot or lots to which the application relates, whether it has decided to adhere to its original recommendation and, if so, shall specifically state its objections to the application and the measures which the applicant must take in order to overcome those objections.

Any one of the following actions by the Building Committee shall be a formal recommendation to the Board for the denial of an application, and absent appropriate amendments to that application, shall be final with respect to it and binding on all parties unless overturned by the Board.

- (i) The expiration of thirty (30) days from the issuance by the Building Committee of a letter of disapproval, together with the failure of the applicant to either convene a meeting with the Building Committee or file an amendment to the application in accordance with the procedures prescribed by the Section.
- (ii) The expiration of thirty (30) days from the issuance by the Building Committee of a letter that following a meeting with the applicant called under Section 5.4(e) of this Declaration, it has decided to adhere to its earlier unfavorable recommendation, together with the failure of the applicant to convene

a hearing before the Board in accordance with the procedures prescribed by Section 5.6 of this Declaration.

Section 5.5 Procedures for Ratification by the Board of a Building Committee Recommendation. Any recommendation by the Building Committee for the approval or disapproval of any application shall be deemed to have been ratified by the Board fifteen (15) days after the date such recommendation shall have become final within the definition of Section 5.4 of this Declaration unless during that interval the Board shall have rejected such recommendation in accordance with its Bylaws..

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Section 5.6 Procedures for Taking a Grievance Before the Board. The resolution by the Board of formal grievances arising from the recommendation by the Building Committee for the approval or disapproval of any application shall be conducted in accordance with the following procedures:

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(a) — Within thirty (30) days of the date the Building Committee shall have recommended the approval of any application within the meaning of Section 5.4(b) of this Declaration or within thirty (30) days of the date it shall have decided to adhere to any earlier recommendation of disapproval within the meaning of Section 5.4(f) of this Declaration, either the applicant or anyone else aggrieved by the recommendation of the Building Committee may convene a hearing before the Board by sending it a letter requesting the same.

(b) — No later than ten (10) days in advance of any hearing convened under this Rule, the Building Committee shall by letter notify all members of the Association of the date, time and location of the hearing, the name of the applicant or other grievant, and the nature of the grievance.

(c) A hearing before the Board under this Section shall be convened to decide the same issues as a meeting before the Building Committee under Section 5.4(3) of this Declaration, and shall be restricted to the presentation of arguments to the Board on that question, together with the statements of any witnesses, all in accordance with the Bylaws of the Association.

(d) For the purposes of this Section, a simple majority of the members of the Board shall constitute the quorum necessary to conduct a hearing, and the vote of a simple majority of those present shall be sufficient to decide the issues.

(f) — The hearing shall be conducted within thirty (30) days of the letter requesting it, and may be attended by the applicant, by any other grievant, by their legal counsel, by legal counsel for the Association, and by any member of the Association.

(g) The hearing may be recorded and transcribed by either the Association, by the applicant, or by any other grievant by a stenographer at its or his expense.

(h) Any determination by the Board approving or disapproving any application pursuant to a hearing convened under this Section shall be communicated within thirty (30) days of the close of the hearing by letter to the applicant and any other grievant who presented argument at the hearing with respect to such application and, subject to the procedures set forth in Sections 5.7 and 7.1 of this Declaration, shall be final and binding on all parties.

Section 5.7 Procedure for Special Petition. Notwithstanding the final approval or disapproval of an application upon a hearing conducted under Section 5.6 of this Declaration, the action of the Board may be overridden if the applicant or other grievant presents to the Board within thirty (30) days a petition

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so requesting, which petition shall be signed by the owners of two-thirds (2/3) of the lots in the Subdivision, and by the owners of all the lots adjacent to any lot or lots belonging to the applicant.

Section- 5.8 Provisions for Variances. The Board of Directors by majority decision at a properly convened meeting may approve a variance to the Declaration of Master Restrictions sought by a member if such variance satisfies all of the following :

- (a) The variance is a result of a peculiarity of the property of the applicant.
- (b) Such variance ~~beis~~ available to any other member of the Association in like circumstances.
- (c) Not granting the variance results in extreme hardship to the applicant.
- (d) Does not cause undue hardship to adjacent neighbors.

ARTICLE VI

Section 6.1 Signage. No sign shall be displayed in any manner on any lot or structure including, without limitation, "For Sale" or "For Rent," or signs of any commercial nature whatsoever.

Section 6.2 Refuse and Garbage. The dumping of any garbage, litter, or other refuse of any description whatsoever, whether organic or inorganic, ~~on any lot or~~ in any waterway in the Subdivision or in any bodies of water opening onto any such waterway, shall be deemed a violation of this Declaration, and any owner who does so shall be liable to the Association for all damages caused thereby.

Section- 6.3 Vessels and Dockage. The use of vessels and other floating structures in the Subdivision shall be subject to the following restrictions:

- (a) ~~No boat or floating dock~~ may be moored or docked in the Subdivision in such a way as to obstruct navigation, ~~or used for commercial purposes~~.
- (b) Docks appurtenant to the private platted boat slips may protrude a maximum of twenty (20) feet into the water unless navigation is impaired.
- (c) Docks on Lots 34 through 61 inclusive may, as a matter of right, extend to four (4) feet MLW provided that: (1) the dock shall not extend further than ten (10) feet from the edge of the lagoon; (2) the width of the dock shall not exceed thirty-five (35) feet; and (3) the dock shall not restrict navigation in the opinion of the Board of Directors as expressed by a majority of the directors present at an officially called meeting of the Board of Directors.
- (d) The construction or modification of any dock extending more than five (5) feet into the water must be approved by the Board of Directors. All docks shall be structurally and aesthetically compatible with other docks in the vicinity.
- (e) No houseboat or similar floating residence shall be occupied while docked in the Subdivision.

Section 6.4 Commercial Vehicles. Commercial vehicles ~~and equipment~~ in the Subdivision shall be subject to the following restrictions:

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(a) Commercial passenger vehicles owned or used by owners or occupiers in the Subdivision which ~~have a sign larger than two (2) square feet or which~~ are in a dilapidated condition shall be screened from public view.

(b) Other than the above stated exception contained in Paragraph 6.4(a) of the Section regarding commercial passenger vehicles, no commercial vehicles, trailers or heavy equipment shall be permitted in the Subdivision under any circumstances, other than commercial vehicles or heavy equipment in actual use by tradesmen or others who are performing services for owners of property in the Subdivision, and then only while such services are in fact being performed.

Section 6.5 Recreational Vehicles. Recreational vehicles in the Subdivision shall be subject to the following restrictions:

(a) Horse trailers, travel trailers or like mobile residences, campers, dune buggies or other recreational vehicles may be parked on lots in the Subdivision only if screened from public view and unoccupied.

(b) Recreational vehicles, including but not limited to ATVs, go-carts, razers and like vehicles shall not be driven in the subdivision.

Section 6.6 Unregistered Motor Vehicles. No automobiles or other motor vehicles of any description without current registration shall be permitted in the Subdivision, with the exception of golf carts and electric bicycles.

Section 6.7 Waste and Refuse. All garbage, litter, and other refuse shall be placed in sanitary containers, which shall be properly screened from public view other than on those days designated for general collection. Any trash containers left out after collection more than twenty-four forty-eight (4824) hours are subject to being removed and discarded by the Association or its representative at the owner's expense.

Section 6.8 Landscaping and Maintenance. All lots shall be mowed and maintained to prevent excessive growth and, upon construction of a residence upon any lot, the lot shall be promptly and suitably landscaped and the landscaping shall be thereafter properly maintained, and all equipment such as clothes lines, tools and tool sheds shall be screened from public view. The Association may mow or otherwise maintain a lot if the owner fails to do so, and the expense incurred by Stirrup Key shall be added to the owner's annual dues for collection.

Section 6.9 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Such animals as may be kept as pets shall not be permitted to annoy neighbors by barking, howling, crying, or the making of such similar noises, nor shall they be permitted on the beaches or on property other than that of their respective owners, and in each instance of such activity, shall be construed and considered to be a nuisance in violation of this Declaration. No dogs, cats or other household pets may be permitted to run loose in the neighborhood. Whenever outdoors, such pets shall be leashed or in a fenced enclosure. Owners shall abide by the Marathon City municipal code regarding the ownership of domestic animals.

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Section 6.10 Dock LotsPlatted Boat Slips. The use and ownership of the private platted boat slips in the Subdivision shall be subject to the following restrictions:

- (a) The private platted dock lotsboat slips in the Subdivision are for the use of owners only, and no boat slip may be owned by anyone other than an owner of a lot in the Subdivision. Further, no dock lot shall be rented or leased to anyone (who is not a member of the Association) at any time.
- (b) Any owner of a lot in the Subdivision who sells his lot must also sell his dock lotboat slip at the same time and, upon his failure to do so, the Association may, in its discretion, purchase the dock lotboat slip from the former owner without his consent at its assessed value as determined by the Tax Assessor of Monroe County, in which event the Association shall become the fee simple owner of the dock lotboat slip in question to the same extent and with the same effect as though the former owner had deeded the same to the Association by Warranty Deed or other instrument of unconditional transfer, and upon the completion of such involuntary purchase, the Association shall have no other or further obligations, duties or responsibilities to the former owner of the same including, without limitation, any obligation to pay over any surplus to him in the event of resale.
- (c) No structure shall be erected on any dock lotboat slip other than as necessary for mooring, docking or protecting the property owners' vessels, and no boat slip may be used for any commercial purpose.
- (d) No owner shall do anything which may interfere with the use by any other owner of his property for the docking and launching of vessels in any manner otherwise in conformity with this Declaration, nor shall any owner do anything which may interfere with the use of the boat ramp in the Subdivision for the common use by the owners.
- (e) The Lagoon ramp owned by the Association is for the exclusive use of the Association membership. A member's house guest with the supervision of the member may on a limited basis use the ramp. No person, guest or not, residing off Stirrup Key may use the boat ramp for any purpose. No commercial vessels of any type shall be permitted to use the boat ramp.
- (f) The powers of the Association under this Section shall be cumulative, and shall be in addition to those conferred by the Declaration, or by any other Article, Section or Subsection thereof.

Section 6.11 Common Areas. No one shall park a vehicle or trailer on any common area in the subdivision. Vehicle parked in the common areas are subject to towing at the owner's expense.

Section 6.12 Security. The Association shall provide quarters for security personnel at the entrance to the Subdivision. The Association may, at its discretion, hire a security guard or guards and prorate the cost thereof among the lot owners.

Section 6.13 Commercial Fishing Operations. Under no circumstances is any property or residence within Stirrup Key permitted to be used as part of, in support of or in furtherance of any commercial fishing operation. This prohibition includes the parking or storage of boats and or trailers associated with any commercial fishing operation, and the use of the lagoon boat ramp or the lagoon itself. shall any commercial fishing activity or any other commercial marine activity of any nature be permitted in the Subdivision.

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Section 6.134 Fences and Screening Hedges. Fences and hedges in the subdivision shall be subject to the following restrictions:

- (a) No fence or hedge in the Subdivision shall exceed six (6)five (5) feet in height. nor shall any fence or hedge either impede the visual continuity of landscaping in the immediate vicinity or interfere with visibility.
- (b) Notwithstanding the foregoing restriction, the Building Committee, in its discretion, may permit minor deviations and projections from the height requirement for good cause in conjunction with any building application.

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Section 6.145 Nuisances. No activity deemed to be a nuisance shall be carried on at any lot or in any residence in the Subdivision, nor shall the owner tolerate any condition, situation or thing deemed to constitute a nuisance. Without any limitation upon the generality of the foregoing prohibition, any and all of the following shall constitute a nuisance:

- (a) Any and all rentals shorter than twelve (12)six (6) months in duration. All renters shall be required to abide by the rules of the Association.
- (b) Any use of a lot or residence that is inconsistent with single family occupancy such as Bed and Breakfast or Guest Houses or any vacation rental of any type for any length of stay.
- (c) Any garage sales or rummage sales of any description. Any and all home occupations tending to generate unusual noise or traffic.
- (d) All outside lighting fixtures in the Subdivision owned, installed, or maintained by or at the request of any owner in the Subdivision which is a source of annoyance to any other owner.

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Section 6.156 Construction and Home Improvements by Owners. All construction and home improvements on any lot or lots in the Subdivision shall be permitted Mondays through Saturdays, but shall be forbidden on Sundays. The term "construction" and "home improvement" includes, but is not limited to, the operation of power tools, saws, and noise from activity such as hammering and the use of air guns. On the days when such activity is permitted, it shall start no earlier than 7:30 A.M. and shall not continue later than 5:00 P.M. When extreme exceptions are required, the owner shall notify the Building Committee, which may grant permission or may deny the request.

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ARTICLE VII

Section 7.1 Mediation. Florida Statutes make mediation mandatory in certain disputes (e.g. covenant enforcement use or major changes to common areas between members and a homeowners' association before the dispute can be taken to court. The Association prefers mediation in all disputes between members and the Association involving the covenants, when more direct approaches such as discussion cannot resolve the issues. In the event of a dispute between members and the Association involving this Declaration of Covenants, the aggrieved party must serve upon the responding party a written offer to participate in a pre-suit mediation. The form and procedures will be as contained in Section 720.11 of the Florida Statutes, as amended. The aggrieved party will suggest the use of one of five certified mediators to mediate the dispute. If the responding party agrees to attend mediation with one of the

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five suggested mediators, the mediation must be scheduled within ninety (90) days unless extended by written mutual agreement. Both parties will agree to pay one-half (1/2) of the mediator's fee. The aggrieved party may proceed to filing of a lawsuit against the responding party if he fails to meet the criteria established within the state statutes. Interpretations rendered as a result of mediation shall be considered binding upon all parties to the dispute.

Section- 7.2 Violations. In the event of any violation of this Declaration, either the Association or the owner or owners of any lots in the Subdivision, or any of them jointly or severally, may take any or all of the following actions:

(a) ——The Association or any owner or owners may sue at law or in equity in any judicial or quasi-judicial tribunal of any State or of the United States for any judicial remedies whatever, regardless of whether heretofore denominated legal or equitable, to redress any violation of this Declaration, and shall be entitled to recover such and damages, interest, costs and legal expenses and legal fees both for trial and appeal.

(b) ——In addition, the Association may, after thirty (30) days' notice to the owner by registered letter, enter upon any property in the Subdivision containing any structure, condition, situation, or thing which is in violation of this Declaration without notice and abate or remove the same at the expense of the owner, and such entry and abatement shall not be deemed a trespass.

(c) In addition, the Association may, after thirty (30) days' notice to the owner by registered letter, fine the owner at the rate of \$100 per day until the violation is remedied by the owner. The fines shall be added to the owner's annual dues for collection.

ARTICLE VIII

Section 8.1 Severability. It is the intent of the Association that all of the several Articles, Sections and Subsections of this Declaration are and shall be severable one from the other, and in the event that any one Article, Section or Subsection should be ruled wholly or partly unenforceable, its unenforceability shall not affect the validity or enforceability of any other Article, Section or Subsection.

Section 8.2 Waiver. The failure to take formal or informal action for the enforcement of any violation of this Declaration in any instance shall under no circumstance be deemed a waiver or abandonment of such enforcement action against either the same owner or against any other owner or owners, in the same or any other instance, regardless of the length of time the violation is in existence, and regardless of whether it occurred before or after any other violation.

Section 8.3 Ambiguity. In the event that any ambiguity in the wording of this Declaration renders it capable of more than one interpretation, that interpretation which places the more stringent restriction upon development or construction shall be deemed controlling.

Section 8.4 Failure to Enumerate. The failure of this Declaration to prohibit development or construction on a lot in any manner or under any circumstances not specifically contemplated in this Declaration, or its failure to prohibit the maintenance of any condition, situation or thing on a lot not specifically contemplated in this Declaration, shall not be deemed to be a consent by the Association in

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or to any such development, construction, condition, situation, or thing when, in the judgment of the Association, it is contrary to the best interest of the Subdivision and the owners as a whole.

Section 8.5 Number and Gender. The use of the masculine gender in this Declaration in reference to any subject or object shall be deemed to refer to the feminine or neuter gender whenever the context so requires. The use of the singular number in reference to any subject or object shall be deemed to refer to the plural number whenever the context so requires.

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Section 8.6 Captions. The captions or headings used in this Declaration are general descriptions intended for convenience and ease of reference, and shall under no circumstances be considered limitations on the subject matter of any Section or any other portion of this Declaration.

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Section 8.7 Amendment. This Declaration may be amended at any annual meeting of the members of the Association or at any other time as is deemed necessary by the Board of Directors at a specially called meeting of the Board, whereat the proposed amendments shall have been sent to all the members not less than thirty (30) days in advance of the annual meeting and not less than ten (10) days after the Special Meeting of the Board at which any amendments are proposed, and all amendments must be approved by a majority of the members voting by personal vote, absentee vote, or proxy. No such amendment shall take effect until it shall have been recorded in the Official Records with a certificate signed by the President of the Association and attested to by its Secretary, witnessed and acknowledged in a manner suitable for recording in the Official Records, that these procedures were followed.

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Section 8.8 Perpetuity. Other than as from time to time amended, this Declaration and all the prohibitions, restrictions and limitations herein shall be perpetual.

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Declaration:

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CERTIFICATE OF
STIRRUP KEY HOMEOWNERS ASSOCIATION, INC.
FOR THE AMENDED AND RESTATED MASTER
DECLARATION OF RESTRICTIONS
FOR STIRRUP KEY, A SUBDIVISION
RECORDED IN PLAT BOOK 7, PAGE 4,
OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

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WHEREAS, an Amended and Restated Master Declaration of Restrictions for Stirrup Key was duly recorded in Official Records Book [14123549](#), Page [703253](#) of the Public Records of Monroe County, Florida; and

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WHEREAS, a Notice Preserving Covenants and Restrictions Under Marketable Record Title Act was duly recorded in Official Records Book 2188, Page 890 of the Public Records of Monroe County, Florida; and

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WHEREAS, the Stirrup Key Homeowners Association, Inc., (hereinafter the "Association"), at a duly called and convened annual meeting of the membership of the Association on the 15th day of January, 202008, the membership adopted the attached "Amended and Restated Master Declaration of Restrictions for Stirrup Key, a Subdivision Recorded in Plat Book 7, Page 4, of the Public Records of Monroe County, Florida";

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NOW, THEREFORE, the undersigned hereby certify that the "Amended and Restated Master Declaration of Restrictions for Stirrup Key, a Subdivision Recorded in Plat Book 7, Page 4, of the Public Records of Monroe County, Florida" as set out in Exhibit 1, attached hereto and incorporated herein, was duly approved by a vote of the membership and that all of the requirements and procedures of Section 8.1 of the Amended and Restated Master Declaration of Restrictions were followed in such approval. The undersigned further certify that Exhibit 1 is a true copy of the document as approved by the membership of the Association.

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The foregoing instrument was acknowledged the 3rd day of April, 200821, by MARVIN F. SCHINDLER, President and MARCY HETRICK JOAN TEMPLE, Secretary, respectively, of the Stirrup Key Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.