
Note the pages that distinguish inland Proprietary Agreements from those of the waterfront

SNUG HARBOR

Proprietary Agreement



This Agreement, dated theday of.....
1959., by and between SNUG HARBOR CORPORATION, a corporation organized and existing under the laws of the State of Florida (hereinafter called the "Corporation"), THE PROPRIETOR'S ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois as one not for pecuniary profit (hereinafter called the "Association"), and

.....
.....
of
(hereinafter called the "Proprietor"),

WITNESSETH THAT

WHEREAS, the Corporation acquired a tract of land situated in Martin County, Florida, subsequently subdivided a part thereof, may hereafter subdivide additional parts thereof, and may hereafter acquire and subdivide additional land; and

WHEREAS, certain persons have paid and it is intended that other persons will pay various sums of money to the Corporation for the purpose of acquiring the right, title, and interest acquired by them in parcels of said land under agreements substantially similar in form to this agreement, such agreements being hereinafter sometimes called "Proprietary Agreements" and such right, title, and interest acquired thereunder by such persons being hereinafter sometimes called a "Proprietary Interest"; and

WHEREAS, the Proprietor has paid to the Corporation a sum of money for the purpose of acquiring a Proprietary Interest in the following described premises, to-wit:

Lot in Blockaccording to the plat recorded by Snug Harbor Corporation in Plat Book page..... of the Public Records of Martin County, Florida, together

~~with all riparian rights, accretions, and appurtenances
belonging or appertaining to said land;~~

and

WHEREAS, the Association was organized to encourage and promote social intercourse among the persons who hold Proprietary Interests in such land situated in Martin County, Florida, as has been or shall hereafter be subdivided by the Corporation; and to further said purpose the parties hereto desire that such land be preserved as a restricted residential area until January 1, 1975.

Now, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and the benefits to be derived therefrom, it is agreed by and between the parties hereto as follows:

ARTICLE I.

PROPRIETARY INTEREST

SECTION 1. The Corporation shall and it does hereby lease and demise the above described premises to the Proprietor, to have and to hold the same for residential purposes and not otherwise by the Proprietor and his immediate family, except as hereinafter provided, during a term commencing on the date of this agreement and ending on January 1, 1975, unless said term shall be sooner terminated by the termination of this agreement as hereinafter provided.

SECTION 2: On January 1, 1975, provided that this agreement is then in force and effect, the Corporation shall convey said premises to the Proprietor by general warranty deed, in fee simple, subject only to the following:

- (a) Restrictive covenants of record, if any.
- (b) Easements of record for public utilities, if any.
- (c) Any state of facts that an accurate survey may show.

ARTICLE V.

BUILDING AND USE RESTRICTIONS AND COVENANTS

SECTION 1. The Proprietor shall not erect or construct, cause or permit to be erected or constructed, or cause or permit to remain or exist any building or structure of any character or description upon said premises in violation of any of the provisions of this Article V.

SECTION 2. The plans and specifications of any permanent building or other structure, prior to its being erected or constructed upon said premises, shall first be approved in writing by the Association.

SECTION 3. The building lines (only within which certain buildings and structures as herein provided shall be erected or constructed or permitted to remain or exist upon said premises) shall be as follows:

(a) A front building line parallel to and ~~thirty (30)~~ ^{thirty (30)} feet distant from the boundary line of said premises adjacent to ~~Harbor Point~~ ^{Wells} Road.

(b) A rear building line parallel to and five (5) feet distant from the southerly boundary line of said premises.

(c) Side building lines parallel to and ~~twenty (20)~~ ^{fifteen (15)} feet distant from the side boundary lines of said premises.