

Date January 10, 1975

OFFICIAL RECORDS

EXHIBIT "C"

BOOK 366 PAGE 1008

COVENANTS AND RESTRICTIONS

FOR

RIVERVIEW FARMS ESTATES

WHEREAS, Riverview Farms, a Partnership ("Developer") is the owner of the property in Putnam County, Florida, described in Exhibit "A" attached hereto; and

WHEREAS, Developer in developing the land is desirous of placing certain covenants and restrictions upon the use of all of the land and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

NOW, THEREFORE, Developer intends to sell 14 parcels of land as single family residential lots pursuant to an unrecorded plan of the land each of which is referred to herein as a lot. The Developer, for itself and its successors and assigns, does hereby restrict the use, as herein-after provided, of all of the land, and the Developer does hereby place upon the land described in Exhibit "A" the following covenants and restrictions, to run with the title to the land, and grantees of any deed conveying any lot or lots, parcels or tracts of the land or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all of the following covenants and restrictions:

(1) SINGLE FAMILY RESIDENCE ONLY: TWO STORIES LIMIT.

No structure shall be erected, altered or permitted to remain on any lot other than for use as a single family residence. Without the approval of Developer the height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground. No building on any lot shall be rented or leased separately from the rental or lease of the entire property. Nothing herein contained shall be construed to prevent Developer from using any lot or portion thereof for a right-of-way for road purposes or easements in which event none of the restrictions herein shall apply.

(2) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.

No residence shall be erected upon or allowed to occupy any of the lots or building plots of said land unless the ground floor square foot area of such residence exclusive of open porches, garages or car ports shall equal or exceed a minimum square foot area of not less than 1,600 square feet, except in the case of a one and one half or two story single family dwelling the ground floor area of the main structure shall be not less than 1,000 square feet.

(3) SET BACK FOR ALL STRUCTURES.

No building shall be located nearer to the front lot line or nearer to the side streetline than the building setback lines as follows: No building shall be located on any residential building plot nearer than 100 feet to the river lot line, nor nearer than 15 feet to any side line; provided, however, that the eaves and cornices of any such building may project not more than 3 feet within such 15 foot reservation and, provided further, the side line restrictions shall not apply to a detached garage located on the rear quarter of any lot; and provided further that no structure shall

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be permitted nearer than 25 feet to the side street line of any corner lot. No structure shall be nearer than 70 feet to the front street line.

(4) FENCES

No fences or walls may be built on any portion of any lot except decorative type. Fences and walls may be built in front yards only with the prior approval of the Developer.

(5) ALL STRUCTURES TO BE APPROVED BY DEVELOPER.

To insure the development of the land as a residential community of highest quality and standards, and to insure that all improvements on each lot are attractive and pleasing in appearance, the Developer reserves the right to approve all of the buildings, structures and other improvements to be built on each lot. No residence, fence, wall, driveway, swimming pool or other structure or improvements shall be commenced, erected or allowed to remain on any lot, nor shall any additions to or change or alteration of the exterior thereof be made, unless and until building plans and specifications for the improvements, including, if so required, plans for the grading and landscaping of the lot, have been submitted to and approved by the Developer in writing. Developer shall use reasonable standards in determining its approval.

(6) NO PARKING OF VEHICLES, BOATS, ETC.

No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between any paved road and the residential structures. They may be kept completely inside a garage attached to the main residence or within the rear yard. Private automobiles of the occupants bearing no commercial signs may be parked in the driveways, and other vehicles may be parked in driveways solely for pickup and delivery service.

(7) NO OVERHEAD WIRES.

All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each lot shall be concealed and located underground.

(8) GARAGES.

All garages or other covered parking facilities shall be built so that they are fully enclosed on all sides facing streets.

(9) NO SHEDS, SHACKS OR TRAILERS.

No shed, shack, mobile house, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary residence and other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Any contractor or sales person may maintain a temporary or portable office of attractive design on any lot used in connection with the construction or sale of houses being built on a lot or lots for no longer than twelve months.

(10) SIGNS.

No signs other than those indicating street address or name of residents shall be placed on any lot except that Developer may erect or maintain a commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes until all lots are sold and "For Rent" and "For Sale" signs may be placed on any lot.

(11) AERIALS AND ANTENNAS.

No radio or television aerial or antenna nor any other exterior electronic or electric equipment or device's of any kind shall be installed or maintained in the front yard of any lot.

(12) PETS

Only domestic pets and such other animals as are approved by the Developer may be kept on the premises.

(13) NO OFFENSIVE ACTIVITIES.

The owner of each building plot, whether such plot be improved or unimproved shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with this covenant, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

(14) TREES

No trees measuring 4 inches or more in diameter may be removed or destroyed from said lot without prior written approval from Developer.

(15) UTILITY EASEMENTS ON SIDES AND REAR OF LOTS.

The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual easement on, over and under the ground to erect and maintain lines, pipes, conduits and ditches for electric, gas, telephone, water, drainage, sewer and other utility purposes or for the installation, maintenance and transmission of such service, in, over, under and on a five foot strip at the back of each lot and on, in, over and under a five foot strip along the interior side lot lines of each lot. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

(16) AMENDMENTS OR ADDITIONAL RESTRICTIONS.

Until these covenants and restrictions are recorded, the Developer reserves and shall have the sole right to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards stated herein.

(17) AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.

In addition to the rights of the Developer provided for in paragraph 16 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 2/3's or more of the lots, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

(18) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.

No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants and restrictions on any part of the land shown on Exhibit "A".

(19) RESTRICTIONS EFFECTIVE PERIOD.

These covenants and restrictions as amended and added to from time to time as provided for herein, shall be covenants and restrictions running with the title to the land and shall remain in full force and effect until the first day of January, A.D. 2005.

(20) LEGAL ACTION ON VIOLATION.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, the Developer or any person or persons owning any lot may (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, (b) maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any covenants or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the parties to these covenants and restrictions have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

H. E. Schwager

RIVERVIEW FARMS, A PARTNERSHIP

BY: Howard O. Gurne
SELLER

Barbara S. Greene

J. M. H. (SEAL)
(SEAL)

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