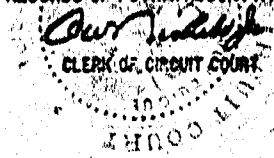


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FILED AND RECORDED IN  
RECORDS OF PUTNAM COUNTY, FLA.Restrictions, Covenants and Conditions

of

St. John's Harbor

Whereas, The American Milling Corporation, a Delaware Corporation whose principal place of business is located at Inverness, Citrus County, Florida, filed for record and caused to be recorded a certain plat in the office of the Clerk of the Circuit Court of <sup>Putnam</sup> ~~Putnam~~ County, Florida, which plat appears of record in Plat Book 4, pages 58, 59, 60, Public Records of Putnam County, Florida; and

Whereas, The American Milling Corporation, a Delaware Corporation whose principal place of business is located at Inverness, Citrus County, Florida, is desirous of establishing certain restrictions, covenants and conditions with reference to each and every of the lots located in said subdivision,

Now, Therefore, Wean All Men By These Presents: That the following restrictions, covenants and conditions are established and recorded and shall apply to each and every of the lots located in said subdivision, to-wit:

1. No lot shall be used except for residential purpose, except those that may be designated by owner on recorded plats. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and an attached private garage for not more than two cars. All garages, carports, utility rooms, porches and screened-in areas shall be attached to the main building and designed in harmony with the dwelling, and shall be built simultaneously with or subsequent to the dwelling, excepting, however, Blocks # 10 and # 11, which shall be reserved for commercial use.

2. All toilets and waste pipes shall meet the requirements of the Florida State Board of Health.

3. No dwelling shall be erected nearer than 40 feet from the front lot line, nor nearer than 30 feet to the rear lot line. No dwelling or attached garage, carport, utility room, porch, or screened-in area shall be erected nearer than 10 feet to any interior lot line.

4. The American Milling Corp. hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality or other governmental unit, water or sewage company, an easement for a right of way in all roads and streets on which the land hereby conveyed abuts, and also in and to a 7-1/2 foot strip of land located along the rear lot line, and a 5 foot strip of land located along any other lot line, for the right to erect and lay, or cause to be erected or laid, maintained, removed or repaired all light, telephone and telegraph poles, wires, water and gas pipes and conduits; catch basins, surface drains, sewage lines, and such other customary or usual appurtenances as may, from time to time, in the opinion of The American Milling Corp., or any utility company, or governmental authority, be deemed necessary or advisable. All claims for damages, if any by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against the American Milling Corp. is hereby waived by the Buyer.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any time as a residence either temporary or permanently.

7. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from The American Milling Corp.

8. Boat docks shall not extend into the canal more than 4 feet at mean water level.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, no mining operations of any kind shall be permitted upon or in any lot.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. The lots, in addition to the restriction and conditions contained herein, are conveyed subject to all present and future rules, regulations and resolutions of the County of Putnam, State of Florida, if any, relative to zoning and to the construction and erection of any buildings.

15. Failure of the Seller, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to do so thereafter.

16. There shall be no time limit during which construction of houses must be started; however, building must be completed within a period of six months from the date construction is begun. The purchaser agrees to maintain his lots in a neat and tidy condition, and if the owner fails therein he agrees to pay The American Milling Corp. an amount not to exceed \$10.00 per year for maintenance of said lots.

17. The buyer hereby gives the Seller the right, without requiring the Seller to first give notice, to enter upon any lot or lots on which any signs or other nuisances have been erected or maintained in violation of these covenants, and remove said objectional structure or nuisance, without liability for damages for such action, assessing the reasonable cost thereof against the owner of the lot.

18. No structure or building of any sort, billboard or fence shall be removed to, erect, or constructed on any lot until one complete set of plans and specifications have been submitted to and approved in writing by the Building Committee of The American Milling Corp., and said Building Committee shall have the right, in its sole discretion, to disapprove any such plans on any ground and for any reason, including purely aesthetic grounds.

19. Each waterfront dwelling must have at least 650 square feet of living area not including porports, screened-in porches, or garages. All other lots shall have 550 square feet under roof of which no less than 400 square feet must be living area. Porports, screened-in porches, patios and garages are not considered living area.

~~In Witness Whereof~~, The American Milling Corp has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 1<sup>st</sup> day of NOVEMBER, 1960.

Attest: [Signature]  
Secretary

The American Milling Corp.

Signed, sealed and delivered  
in the presence of:

[Signature]  
President

[Signature]  
John H. Mann

State of Florida )  
County of Citrus )

- I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lunnwood H. Smith and

- 6 -

M. CARL BAUGHMAN, well known to me to be the President and Secretary, respectively, of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the Seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this 1<sup>st</sup> day of November, 1960.

John H. Mann  
Notary Public  
My Commission Expires May 2, 1964

GRANT OF EASEMENT

This Grant of Easement is made and entered into this 1st day of February, 1974, by and between ST. JOHNS HARBOR, INC., a Florida corporation, hereinafter called Grantor, and William E. Ware, and Irene S. Ware, his wife, hereinafter called Grantee, 7279 Weythington Rd Jacksonville FLA 32210.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, Grantor agrees, and by this Grant of Easement does hereby grant unto Grantee, their heirs, personal representatives, devisees and assigns, and to all others likely situated, and their heirs and assigns, full and free right and liberty for them and their tenants, servants, visitors and licensees, in common with all persons having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee, for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the following described property:

25' easement in Tract A, St. Johns Harbor; Commence at the Southeast corner of Harbor Unit 1, Lot 1, Block 1, as per plat recorded in Map Book 4, at page 59 of public records of Putnam County, Florida, and run thence North 67°50'18" East a distance of 225 feet to an iron pipe and the point of beginning of this description. From point of beginning (1) run thence South 22°09'42" East a distance of 25 feet; (2) thence run South 67°50'18" West to county road known as Harbor Drive; (3) thence run North 22°09'42" West 25 feet to the Southeasterly line of said Tract A; (4) thence run North 67°50'18" East to point of beginning as described above.

TO HAVE AND TO HOLD the easement or right-of-way hereby granted unto Grantee, their heirs, personal representatives, devisees and assigns, and those likely situated and their heirs and assigns, as appurtenant to the land of the Grantee and those likely situated and every part of it.

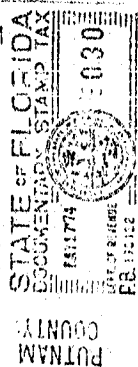
It is understood that this easement is given upon the express understanding and condition that it may be used by Grantor, their successors and assigns, in conjunction with the use of Grantee, their heirs, personal representatives, devisees and assigns, and others likely situated and their heirs and assigns.

It is further understood that Grantor, its successors and assigns, in no way will be bound to improve, maintain or construct a roadway or to keep it in repair; nor does Grantor, its successors and assigns, assume any liability or responsibility to Grantee, their heirs, personal representatives, devisees and assigns, others likely situated, their heirs and assigns, or any person using the land by invitation, expressed or implied, or by reason of any business conducted with Grantees, their heirs, personal representatives, devisees and assigns, or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement

THIS INSTRUMENT WAS PREPARED BY MICHAEL W. CREWS OF  
WOOLFOLK, MYERS, CURTIS, CRAIG & CREWS, ATTORNEYS AT LAW  
130 EAST CENTRAL AVENUE, LAKE WALKER, FLORIDA

LAW OFFICES, WOOLFOLK, MYERS, CURTIS, CRAIG & CREWS



to be executed and the corporate seal of Grantor to be affixed the day and year first above written.

Signed, sealed and delivered in the presence of: ST. JOHNS HARBOR, INC.

Michael H. Dean  
Francis E. Alford  
(Two Witnesses)

BY: Lynnwood N. Smith  
Lynnwood N. Smith, its President

(AFFIX CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF POLK

Before me, the undersigned Notary Public, personally appeared Lynnwood N. Smith, known by me to be the President of ST. JOHNS HARBOR, INC., a Florida corporation, and who signed the foregoing Grant of Easement freely and voluntarily and for the purposes therein expressed.

Witness my hand and official seal this 1st day of February, 1974.

(AFFIX NOTARIAL SEAL)

Francis E. Alford  
Notary Public

My Commission expires: My Commission Expires November 27, 1976

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FILED AND RECORDED IN PUBLIC  
RECORDS OF PUTNAM COUNTY, FLA.  
Clerk of Circuit Court



EASEMENT

THIS INDENTURE, Made this 25th day of January A. D., 1963,  
 BETWEEN C. B. Myers, individually and as Trustee, joined by his  
 wife, Ann P. Myers  
 of the County of Polk in the State of Florida, parties of the  
 first part, and Theodore Sheridan and Myrtle M. Sheridan, his wife,  
 of the County of Putnam in the State of Florida, parties of the  
 second part,  
 WITNESSETH, that the said parties of the first part, for and in  
 consideration of the sum of Ten Dollars and 0. V. C.-----,  
 to them in hand paid by the said parties of the second part, the  
 receipt of which is hereby acknowledged, have granted, bargained  
 and sold to the said parties of the second part, their heirs  
 and assigns forever, the following described easement lying in  
 and being in the County of Putnam, State of Florida, to-wit:

Easement for entry and egress over that part of Tract  
 A of Unit 1, St. Johns Harbor Subdivision, as the  
 same is recorded in Plat Book 4, pages 59 and 60 of  
 the Public Records of Putnam County, Florida, lying  
 South of a line running through the Southeast corner  
 of Lot 1, Block 1, Unit 1 of said Subdivision and  
 described as N 67° 50' 18" E, to the following des-  
 cribed land now owned by the grantees herein, to-wit:

Beginning at the Northwest corner of Tract "A" of St.  
 Johns Harbor, Unit 1, according to plat recorded in  
 Plat Book 4, Page 59, Putnam County records, run  
 thence N 67° 50' 18" E 75.00 feet; thence S 22° 09'  
 42" E 129.68 feet; thence S 67° 50' 18" W 75.00 feet  
 to the Southeast corner of Lot 1, Block 1 of said  
 subdivision; thence W 22° 09' 42" W 129.68 feet to  
 the point of beginning. Subject to Easement for  
 drainage 7.5 feet in width along the westerly side  
 thereof.

IN WITNESS WHEREOF, the said parties of the first part have  
 hereunto set their hands and seals the day and year first above  
 written.

Signed, Sealed and Delivered  
 in Our Presence:

Minna P. Myers

Mary Beth McKel

C. B. Myers

Ann P. Myers

(SEAL)

C. B. Myers, individually & as Trustee

(SEAL)

Ann P. Myers

OFFICIAL RECORDS  
BOOK 100 PAGE 409

STATE OF FLORIDA )  
COUNTY OF POLK )

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, C. B. Myers, as Trustee and individually, joined by his wife, Ann P. Myers, to me well known and known to me to be the individuals described in and who executed the foregoing easement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Lake Wales, County of Polk, and State of Florida, this 25th day of January, 1963.

Miriam P. Myers  
Notary Public

My Commission Expires: July 16, 1966

A 49059

4:41 PM 28 JAN '63  
FILED AND RECORDED IN PUBLIC  
RECORDS OF PUTNAM COUNTY, FLA.  
Carl F. Hildebrand  
CLERK OF CIRCUIT COURT

