## RESTRICTIVE COUVENANTS

## KNOW ALL MEN BY THESE BRESENTS:

WHEREAS, we C. E. Alford, Mary B. Pounds, a/! 'a
MARY B. MULLIS, and HAZEL M. RION, the undersigned owners of the
hereinafter described property are desirous of placing certain
restrictive covenants on the use of said property which is
located in Putnam County, Florida, described as:

HERITAGE HEIGHTS SUBDIVISION, Map Book 6, page 13, public Records of Putnam County, Florida.

Official Records Book 355, at page 420 and Official Records Book 368, at page 1148, public records of Putnam County, Florida.

NOW, THEREFORE, THESE PRESENTS WITNESSETH: That the parties of this agreement do herein and hereby covenant and agree for themselves, their heirs, successors and assigns, that the following covenants and restrictions are hereby place upon the property above described:

- 1. There shall not be erected on said premises any buildings or structure other than a one-family dwelling and accessor buildings such as garage, garden house, ground improvements and the like to be used by the family and guest occupants of said dwelling; no garage or temporary building shall be used or occupied as living quarters, except that part or portion of a garage building may be designed and occupied as employee quarters.
- 2. No building shall be erected nearer than 35 feet to front line or said premises or nearer than 20 feet of any side line or 20 feet of any rear line.
- 3. No dwelling shall be erected or maintained on said premises having a living space of less than 1600 square feet exclusive of garage and accessory buildings.

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- 4. No travel trailers or motor homes will be allowed to park on property for storage or residential purposes but may be there for visitors not to exceed 7 days. However, motor homes may be stored in closed garages for personal use only.
- 5. No lot sold shall be subdivided and only one residence per lot.
- 6. Rubbish and garbage must be kept in suitable closed containers and removed from premises in accordance with good sanitary practices.
- 7. Purchaser shall commit no nuisance and shall suffer no nuisance to be committed by his guest or invitees. No noxious or offensive trade or activity shall be carried on upon any lot.
- 8. When any such lots shall be for sale, only one "For Sale" sign will be permitted for each lot and this sign shall be no larger than 2 feet by 3 feet.
- 9. No husbandry or farm animals or fowls shall be conducted or maintained upon said premises; but this provision shall not apply to the keeping of ordinary household pets; however, dogs which by barking, howling, or otherwise disturbing the quiet of the neighborhood shall not be kept on any said lots. No kennels will be permitted whatsoever.
- 10. Each lot owner shall landscape the property in a suitable fashion in order to preserve the esthetics of the neighborhood.
- 11. No power mower shall be used for the mowing or cutting of grass except during the hours from 10: A. M. to 8:00 P. M.

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12. The restrictive covenants undertaken herein can be altered or varied by written consent of three fourths of the ownership of the described property.

THESE COVENANTS ARE to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall be automatlically extended for successive periods of ten (10) years unless, by vote of a majority of the owners of the lots, it is agreed to change said covenant in whole or in part.

EXECUTED at Palatka, Putnam County, Florida, on this day of February, 1982.

In our presence as
witnesses:

Lavie L. Lesty

C. E. Alford

Hazel M. Rion

Mary B. Pounds, a/k/a
Mary B. Mullis

SWORN TO AND SUBSCRIBED BEFORE ME on this 9th day of February, 1982.

Laurie & Henshell Notary Public

Comm. expires: 7-15-85



PILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FLA. CHARLES H HOOD CLERK OF CIRCUIT COURT

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