

This instrument was prepared by
CHARLES DOMINA

420 Lincoln Road, Km. 258

Miami Beach, Florida.
33129DECLARATION OF RESTRICTIONS

THIS INDENTURE, made this 4th day of December, 1970,
by: INTERLACHEN LAKES ESTATES, INC., a Florida corporation, organized
and existing under the laws of the State of Florida, and having title
to the Subdivision: INTERLACHEN LAKES ESTATES-UNIT 28 as recorded in
Plat Book 5, Page 55, of the Public Records of Putnam
County, Florida.

WHEREAS; it is the intention of INTERLACHEN LAKES ESTATES,
INC., the Subdivider, to impose the following restrictions on the
above captioned Subdivision:

1. No trailer, patio, building or other structure or construction shall be erected or maintained nearer than 25 feet to the front line of said premises; or nearer than 10 feet of any side line; nearer than 20 feet of any rear line; no building or other structure shall be erected or maintained on any plot of less than 8,000 square feet in size; no fence or hedge shall be erected or maintained which shall exceed a height of 4 feet; no signs other than name plates or professional signs of a physician; dentist, attorney or the like shall be erected or maintained on the premises, without the written approval of the Seller or its assigns.
2. No permanent building shall be erected or maintained on the said premises having a living area of less than 700 square feet exclusive of garage and accessory buildings. Trailers or mobile homes placed or maintained upon the premises must be at least 40 feet in length and 12 feet in width. Use and occupancy of the premises shall be subject to zoning, building, health, sewage and sanitation regulations and laws of the State of Florida and all Governmental agencies having jurisdiction thereof. Plans and specifications for any dwelling and accessory buildings shall be subject to the approval of the Seller, prior to construction thereof, which approval shall not be unreasonably withheld, and for which approval no charge shall be made. All roofs shall be subject to the specifications as imposed by the Seller of the above mentioned property. All buildings must be constructed or erected upon the property and no buildings of any character whatever may be moved upon the property; but this shall not apply to mobile homes.
3. No husbandry of animals or fowls shall be conducted or maintained upon the said premises, but this provision shall not apply to the keeping of ordinary household pets.
4. Easements and rights of way are expressly reserved for the construction, installation and maintenance of utilities such as electric light lines, canals, drains, water supply lines, telephone and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a 5-foot width along the rear and dividing lines of every building plot and 10 feet along every street, road or highway fronting on the said premises, said easements to be perpetual. There shall

also be an easement of 30 feet for canal construction and maintenance along the rear lines of those lots shown on recorded plats as having canal access is reserved for public use as a waterway.

5. Rubbish and garbage must be kept in suitable containers and removed from the premises in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on the said premises or any area within the subdivision, except that rubbish and garbage may be burned in properly constructed incinerators which comply with all applicable health and sanitary regulations. Purchaser shall commit no nuisance and shall suffer no nuisance to be committed by his guests or invitees.
6. No more than one mobile home or permanent residence shall be placed on each lot.
7. All mobile homes shall have complete sanitary facilities which must include a lavatory, toilet stool, tub or shower, and kitchen sink. Purchaser must sink well at his own expense. Mobile home must have self-contained septic tank, or Purchaser must install, and connect to, at his own expense, an approved septic tank below ground level.
8. The use of the property for mobile homes is restricted to modern trailers or mobile homes with metal or masonry cabanas, the plans for which must first be submitted to the company for approval. No mobile home constructed prior to 1964 will be permitted without the approval of the Seller.
9. In the event of default in this contract, all permanent improvements placed in or upon the land shall be considered a part of the realty and become the property of the Seller.
10. The foregoing restrictions, reservations, easements and covenants shall apply to the premises herein described and shall survive conveyance of title and delivery of Deed hereunder, but no longer than to the 31st day of December, 1989, except for those easements as described in Item 4 of this document which are to be perpetual. These easements shall be subject to the right of the first party to modify the same.

IN WITNESS WHEREOF the said corporation 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 4th day of December, 1970.



INTERLACHEN LAKES ESTATES, INC.,

BY: Sham R. Egan
Pres

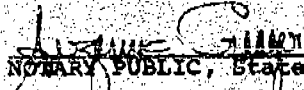
Constance C. Dulant
Mary Claire Hillman
Attest: William J. [Signature]
Asst. Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to perform such duties, personally appeared Sham R. Egan, President of the above corporation, well known to me to be the

Secretary, respectively, of INTERLAKES LAKES RESORTS, INC., a corporation, and that they severally acknowledged executing the same 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 7th day of December, A.D., 1970.


NOTARY PUBLIC, State of Florida



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 11, 1971
BONDED THROUGH FRED W. DIEBOLD

B 12626

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