

COVENANTS AND RESTRICTIONS

LAKE MARGARET ESTATES

GROVE SECTION

In consideration of the mutual covenants herein contained, the parties to this Agreement do covenant and agree for itself, its successors and assign, that the property described in "Exhibit A" hereto attached, shall be subject to the restrictions as follows:

1. All lots or parcels shall be used for residential purposes only except that the owner hereby reserve to themselves, their heirs, successors and assigns the right to grant variances for commercial purposes for those lots or parcels fronting on paved roads adjacent and adjoining the herein described property.
2. No dwelling shall be erected nearer than 60 feet from the center of any road easement. As to all dwellings, no portions thereof shall be erected or constructed nearer than 30 feet to the rear lot line or nearer than 20 feet to any interior lot line.
3. All septic tank systems shall meet the requirements of the Florida State Division of Health.
4. Seller 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 streets and roads on which the land hereby conveyed abuts, and also in and to a 10 foot strip of land located along the rear lot line, and a 10 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 line, and other customary of usual appurtenances as may, from time to time, in the opinion of the Seller, or any utility company or Governmental Authority be deemed necessary or advisable.
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, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.
7. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from the Seller.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that two dogs, cats, or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.
9. Lots shall be maintained in a tidy manner, and no rubbish, junk, building materials, inoperable automobiles, or other vehicles or any other unsightly things shall be allowed to accumulate, be kept or stored thereon; no mining operations of any kind shall be permitted upon or in any lot.
10. Seller reserves the right to cut grass, prune trees, and to do whatever is necessary to keep lots clean and tidy until such time that title is conveyed.

COVENANTS AND RESTRICTIONS - con't.

11. Each mobile home shall have a minimum living area excluding carport or garage of 492 square feet of enclosed or heated floor space. Each permanent dwelling shall have a minimum living area, excluding carport or garage of 500 square feet of enclosed or heated floor space.
12. Necessary parking area shall be provided by each individual purchaser in a manner that will not obstruct road traffic.
13. There shall be no time limit during which construction of houses must be started; however, building must be completed within a period of one year from the date construction is begun.
14. The lots, in addition to the restrictions and conditions, herein, are conveyed subject to all present and future rules, regulations and resolutions if any of the County of Putnam, State of Florida relative to zoning and to the construction and erection of any building.
15. 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) 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 in part.
16. 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.
17. 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.
18. Failure of the Seller, its successors or assigns, to promptly enforce any of the restrictions or covenants herein shall not be deemed a waiver of the right to do so thereafter.
19. Lots 1 through 15, 19 through 32 and 35 through 41 shall be used for permanent homes only. Lots 16, 17, 18, 33, 34, 42, 43, 44 through 49, 56 through 64, 158 through 159 shall be used for commercial purposes only. Lots 50 through 55, 65 through 441 and 450 through 499 shall be used for permanent homes or mobile homes only. Lots 442 through 449 and 500 through 515 shall be used for campsites only.

IN WITNESS WHEREOF, LAKE MARGARET ESTATES, INC., and ST. JOHNS HARBOR, INC., both Florida Corporations, the owners of all the property described on "Exhibit A" hereto attached, have set their hands and seals this 10th day of May, 1972.

LEGAL DESCRIPTION

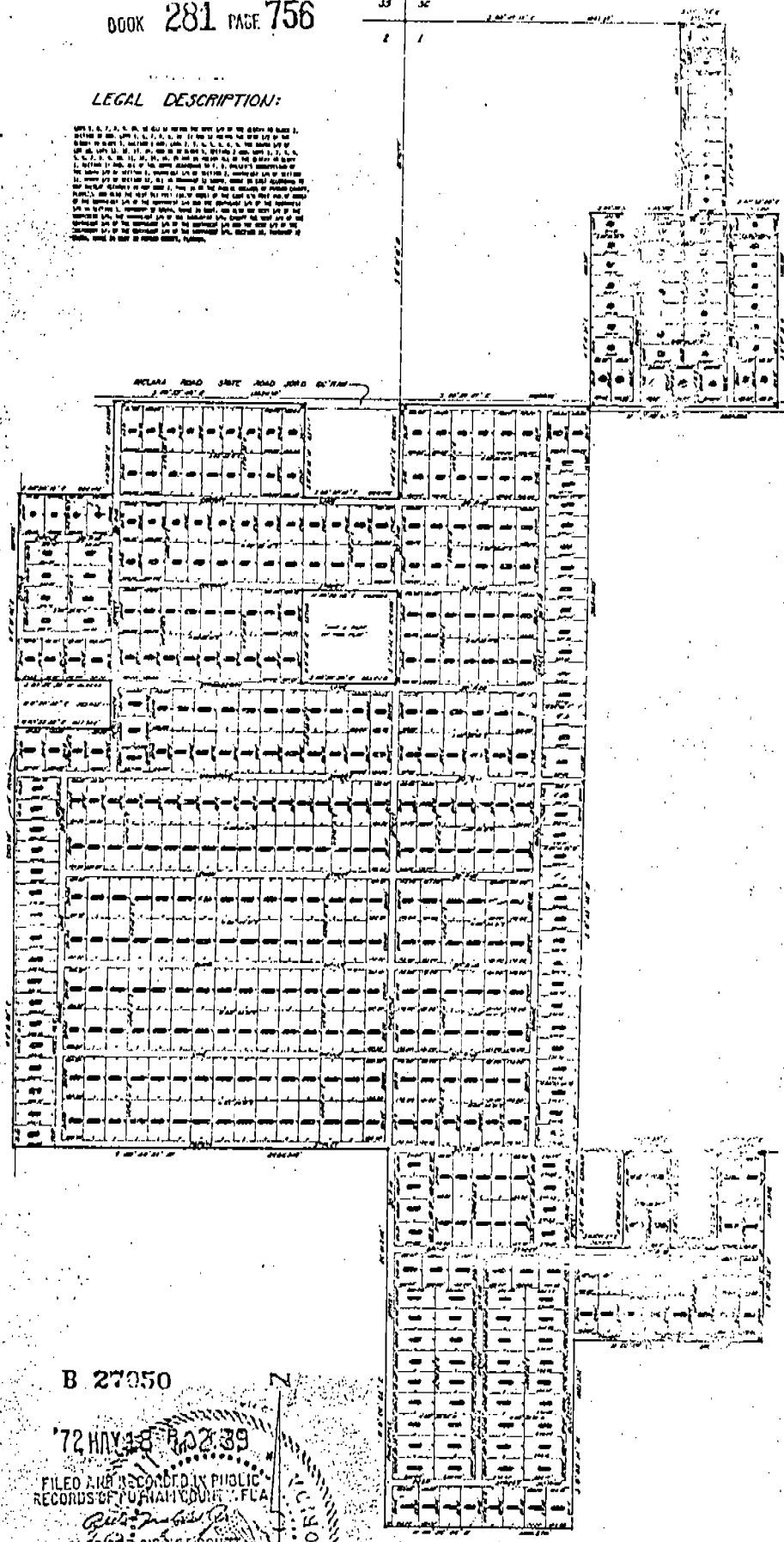
LAKE MARGARET-GROVE SECTION
UNRECORDED PLAT IN
PUTNAM COUNTY, FLORIDA

Lots 5, 6, 7, 8, 9, 10, 11 and 12 (being The West 1/2 of the Block) in Block 2, Section 12 and; Lots 5, 6, 7, 8, 9, 10, 11 and 12 (being the West 1/2 of the Block) in Block 3, Section 1 and; Lots 2, 3, 4, 5, 6, 8, 9, the South 1/2 of Lot 10, Lots 11, 12, 13, 14 and 16 in Block 4, Section 2 and; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 (being all of the Block) in Block 1, Section 11 and; all of the above according to F. B. Miller's Subdivision of the South 1/2 of Section 1, Southeast 1/4 of Section 2, Northeast 1/4 of Section 11, North 1/2 of Section 12, all in Township 12 South, Range 26 East according to map thereof recorded in Map Book 2, Page 16 of the Public Records of Putnam County, Florida; and also the West 330 Feet (20 rods) of the East 693 Feet (42 rods) of the Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 1, Township 12 South, Range 26 East; and also the West 1/2 of the Southwest 1/4; the Northeast 1/4 of The Southwest 1/4; except the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 and the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, Section 12, Township 12 South, Range 26 East in Putnam County, Florida.

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Stamp area containing date '72 MAY 18 10 27 39', 'FILED AND RECORDED IN PUBLIC RECORDS OF FLORIDA COUNTY, FLA.', and 'CLERK OF CIRCUIT COURT'.

"EXHIBIT A"
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