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GULLETT TITLE, INC.
(904) 328-5106

BOOK 136 PAGE 54

RESTRICTIVE COVENANTS
FOR
ROLLING HILLS SUBDIVISION
PUTNAM COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the said ROLLING HILLS BUILDERS, INC., a corporation organized and existing under the laws of the State of Florida, is the owner of the hereinafter described property, and

WHEREAS, the said ROLLING HILLS BUILDERS, INC., hereinafter called the owner, is desirous of placing certain restrictive covenants on the use of said property, said property being located in Putnam County, Florida, and more particularly described as follows:

Lots One (1) through Ten (10) inclusive Block A,
Lots One (1) through Eight (8) inclusive and Lots (23)
Twenty-Three through Thirty (30) inclusive Block D,
and Lots One (1) through Eight (8) inclusive Block E,
as per plat recorded in Plat Book 4 Page 137 of
the public records of Putnam County, Florida.

NOW, THEREFORE, THESE PRESENTS WITNESSETH: That the owner for and in consideration of the covenants herein contained, and for other good and valuable considerations, does herein and hereby covenant and agree, for its successors, assigns and legal representatives, that the following covenants and restrictions are hereby placed upon the said property as above described:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties, hereby, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person

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or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

ROLLING HILLS BUILDERS, INC. may re-subdivide or re-plat any lot or lots shown on said plat in any way it sees fit, provided that no residence shall be erected upon or allowed to occupy any such re-platted or re-subdivided lot or lots or fractional part or parts thereof unless such re-platted or re-subdivided lot or lots or fractional part or parts thereof have an area of not less than 7,500 square feet, and the restrictions herein contained, in case of such re-platting or re-subdividing, shall apply to each lot as so re-platted or re-subdivided.

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

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. No building shall be located on any lot less than twenty-five (25) feet from the front or seven and one-half (7½) feet from lot lines.

3. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7,500 square feet, nor a width of less than 60 feet at the front building set-back line.

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

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling shall be permitted on any lot in the tract wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 950 square feet, in the case of a one and one-half, two or two and one-half story structure.

7. An easement is reserved for utility installation and maintenance as indicated on the recorded plat. The use of this easement for electrical and gas service shall be restricted against high voltage or high pressure lines not customarily installed in residential areas.

8. These restrictive covenants shall run with the land and any conveyance of said lots shall make said restrictive covenants a part of such conveyance by apt words of reference.

9. When any of 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 5 square feet in size.

10. All residential structures to be placed on any building plot shall conform in design and exterior appearance to the general character of the neighborhood. A plan approval committee is hereby established as Joseph C. Carlin, Hartley M. Gilbert and James H. Millican, Jr.. After January 1, 1970, three members may be selected to constitute the plan approval committee by a majority of the then owners of the lots in said subdivision to serve for succeeding five-year terms. Should such committee be elected, notice of those so serving shall be recorded in the office of the clerk of the Circuit Court of Duval County, Florida. Plans for any new residential structure shall be submitted to the plan approval committee for its approval. Within ten days of the submission of these plans,

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the committee shall grant its approval or shall refuse to grant such approval stating the reason therefore.

11. No cattle, swine, horses, goats or poultry, or dogs which by barking, howling or otherwise, disturb the quiet of the neighborhood, shall be kept on any of said lots. No trash, garbage, ashes or other refuse shall be thrown or dumped on any street or vacant lots in said subdivision or adjacent thereto. All garbage cans, pumps, fuel oil tanks, gas tanks or other storage tanks shall be hidden from sight behind suitable planters or shall be placed in any underground receptacle.

12. No fences or wall of any kind shall be erected or allowed to occupy all of said lots to enclose any part of the front yards, and no fence or wall of any kind shall be erected upon or be allowed to occupy any part of said lots until the location and design thereof shall have been approved in writing by the plan approval committee referred to in Paragraph 10 hereof.

13. The easements reserved for utility installation and maintenance as indicated on the recorded plat are to ROLLING HILLS BUILDERS, INC. and shall not pass from ROLLING HILLS BUILDERS, INC. by its deed conveying any of said lots, but shall exist and continue only in ROLLING HILLS BUILDERS, INC. or Putnam County, or the City of Palatka in case of conveyance. Said ROLLING HILLS BUILDERS, INC. its successors and assigns, reserves for its use, or any assignee, the right to furnish utility service to the lot owners and a perpetual easement and right in and to, over and under any and all drives, roads, streets, lanes and easements as shown on said plat for the installation, maintenance and operation, exclusively by said owner, its successors, and assigns, of water and sewerage and reserves the right to grant to public utilities the right to use said drives, roads, streets, lanes and easements for such public utilities as will not interfere with the private rights therein.

14. The developer reserves the right to incorporate any additional covenants and/or restrictions in any deed provided

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the same are not inconsistent with and do not lower the provisions of this instrument.

15. Until January 1, 1970, ROLLING HILLS BUILDERS, INC., reserves unto itself the right to release at any time any of the property in the above named subdivision from any minor violations of the foregoing restrictions. Thereafter, minor violations of the foregoing restrictions may only be released by the plan approval committee referred to in Paragraph 10 hereof. A minor violation is one which does not exceed 10 per cent of the stated amounts in Paragraphs 2 and 6 above.

16. This agreement is placed on record prior to the conveyance of any of the lots in said subdivision and supersedes the previous Restrictive Covenants for Rolling Hills Subdivision dated September 23, 1964 and recorded at Official Records Book 130, page 579.

EXECUTED at Palatka, Putnam County, Florida, this 11th day of December, A.D. 1964.

ROLLING HILLS BUILDERS, INC.

63183
10:09 AM 31 DEC '64
FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
Clerk
CLERK OF CIRCUIT COURT

By Joseph C. Carlin
Joseph C. Carlin, President
Attest Hartley M. Gilbert
Hartley M. Gilbert, Secretary

In Our Presence
as Witnesses:

Charles J. Baker
E. B. Meyer

STATE OF FLORIDA
COUNTY OF PUTNAM

Before me personally appeared JOSEPH C. CARLIN and HARTLEY M. GILBERT to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 11th day of December, A.D. 1964.

Allen H. Jordan
Notary Public
My commission expires June 2, 1968