

OFFICIAL RECORDS

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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 Twenty-One (21) through Thirty-Two (32) inclusive Block E, Lots Thirteen (13) through Twenty-Four (24) inclusive Block F, Lots Thirteen (13) through Twenty-Four (24) inclusive Block G, Lots Thirteen (13), Sixteen (16), Seventeen (17), Twenty (20), Twenty-One (21), and Twenty-Four (24), Block H, and Lots One (1) Through Fourteen (14) inclusive Block K, of ROLLING HILLS SUBDIVISION UNIT FOUR (4) as per plat recorded in Plat Book 5 Page 90 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 good and valuable considerations, does herein and hereby covenant and agree, for its successors, assigns and legal representatives, 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, 2001, 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 assignees 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

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prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing 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 effect 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 duplex or 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 (7 1/2) feet from side 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.

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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 out-building 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 700 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 or 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 five (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 plat approval committee is hereby established as Ronald E. Clark, Hartley M. Gilbert and Glen Stephens. After January 1, 1978, 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 committed be elected, notice of those so serving shall be recorded in the office of the Clerk of the Circuit Court of Putnam County, Florida. Plans for any new residential structure shall be submitted to the plan approval committee for its approval. Within ten (10) days of the submission of these plans, 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., its successors and assigns, reserves for its use, or any assignees, 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. Until January 1, 1978, 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 Ten (10%) per-cent of the stated amounts in Paragraph 2 and 6 above.

EXECUTED at Palatka, Putnam County, Florida, this 18<sup>th</sup>  
day of December, A.D., 1973.

ROLLING HILLS BUILDERS, INC.

BY Earle M. Gilbert  
Its President

Attest [Signature]  
Secretary

In Our Presence as  
Witnesses:

Wesley M. Rion  
M. B. Pounds

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STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this 18th day of December, A. D., 1973, before me personally appeared, HARTLEY M. GILBERT, President and RONALD E. CLARK, Secretary respectively of ROLLING HILLS BUILDERS, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Restrictive Covenants and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palatka, Florida, in the County of Putnam and State of Florida, the day and year last aforesaid.

*M B Perdue*  
Notary Public  
State of Florida at Large

My commission expires: 6-2-78

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FILED AND RECORDED IN PUBLIC  
RECORDS OF PUTNAM COUNTY, FLA.  
*Arthur M. ...*  
CLERK OF CIRCUIT COURT