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COVENANTS AND RESTRICTIONS
OF
SHADY ACRES

We, the undersigned, JAMES O. STOCKTON and ARTHA T. STOCKTON, husband and wife, hereinafter referred to as the Owners, said Owners being the fee simple owners of the following described real property, to-wit:

²⁸
Lots 1 through 28 inclusive, SHADY ACRES SUBDIVISION, as recorded in Map Book 5 page 99, Public Records of Putnam County, Florida.

hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said covenants and restrictions be made a part of each Deed of conveyance, Mortgage, Lease or Contract pertaining to property enumerated in such instrument. Said Covenants and restrictions shall be deemed to run with the land and shall be binding on all parties, and all persons claiming under them in any manner whatsoever for a period of thirty (30) years from date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years unless 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.

The term "lots" as used herein shall refer to the numbered lots shown on the plat. The lots shown on said plat shall be used for residential purposes only. Each Mobile structure or Mobile residence erected or placed on a lot shall contain a minimum of 700 square feet of living area, exclusive of outbuilding, carports, utility buildings, porches, etc. The exteriors of all structures erected must be completed within 180 days from date of commencement of construction. All buildings shall be constructed of solid and permanent materials, and if of wooden exterior shall be

stained or painted, unless Special Written Permission is granted by the Owners of Shady Acres Subdivision. No structure shall have tar, paper, roll brick siding or other similar exterior walls. No used lumber shall be used for construction on the outside of any building. In the event a conventional home is constructed, the outside or exterior of said conventional home shall be completed within six (6) months from the first day that construction began.

(1) Furthermore, each Mobile Home placed on any lot within Shady Acres, shall, in conjunction with the said placement, have constructed and connected to said Mobile Home, a canopy and patio and said patio and canopy shall be attached, connected, and completed within 90 days of the placement of said Mobile Home on said lot or lots. In the event a Conventional Home is erected or constructed on any lot within Shady Acres, then in that event said home shall contain a minimum of 1000 square feet of living area.

(2) Any Mobile Home placed on a lot shall be skirted around and about the base of said Mobile Home and said Mobile Home shall furthermore be anchored to the ground. The said skirting shall be completed within 90 days of placing Mobile Home on any lot.

(3) No building shall be located on any lot nearer than 20 feet of the front line or nearer than 10 feet of any side line. As to all corner lots, the minimum set back as to the side lines shall be 25% of the footage of the front lot line.

(4) No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any such building lot or plat on said land. In the event any domestic pets such as dogs, and cats, shall become a nuisance in the opinion of the Owners, JAMES O. STOCKTON and MARTHA T. STOCKTON, then such dog or cat shall be kept penned up or chained. But, in no event shall a kennel be allowed on the subject prem-

ises and for the purposes defining kennel, shall mean having 3 or more dogs or cats, whether running, at large, chained or penned.

(5) All buildings erected shall conform to the rules and regulations of:

National Electrical Code, a U.S.A. standard

Southern Standard Building Code

Southern Standard Plumbing Code

United States of America Standards Institute
Standards for Mobile Home and Frame Design and
Construction Installation of Plumbing, Heating,
and Electrical System.

and said code restrictions shall be governed by the most current code in effect at the time of construction or placing of a Mobile Home on any lot.

(6) No Mobile Home shall be placed on any of said lots unless Mobile Home has been constructed within two (2) years from the placement of said Mobile Home on the subject lot.

(7) Water Service, Private water wells shall be permitted for domestic purposes so long as no central water system is installed in the subdivision. Drilling of private wells shall be prohibited at such time as central water service becomes available. Lot purchasers agree to pay to the private utility company operating the central water system such availability, usage and tap on rates as may be established by the Florida Public Service Commission.

(8) Mining. No drilling or mining operations shall be carried on or permitted upon any lot.

(9) Signs. No commercial signs of any nature shall be erected or be permitted to remain on any lot and the Owners, their successors or assigns shall have the right to remove any sign without legal proceedings.

(10) Garbage and Rubbish. Garbage and rubbish of any nature shall not be allowed to remain on any lot except in metal or plastic receptacles designed for collection of the same. All such garbage receptacles shall be equipped with secured covers. Furthermore, derelict or abandoned automobiles, Buses, Washing Machines, and other vehicles or appliances shall not be allowed on the subject property. In the event

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a lot owner shall allow to be placed or place any garbage, rubbish, derelict vehicles or appliances as outlined above, the Developer shall be allowed to remove the subject items from the property and maintain action at law to recover the expenses necessary to remove said item from the subject property or the Developer may maintain an action to recover the subject property and as a basis for said action may allege a Breach of these Restrictions and Covenants.

(11) Keeping vacant lots clean. Any and all purchasers of lots lying within Shady Acres shall keep said lot or lots mowed and cleaned. In the event the purchaser allows said lot or lots to become untidy, then in that event Owners shall be allowed to clean or mow the subject lot or lots and shall be entitled to reimbursement by the purchasers. In the event purchaser does not reimburse said Owners, then in that event, the Owners may maintain an action to recover Owner's expenses and furthermore may allege a Breach of these restrictions.

IN WITNESS WHEREOF, the parties to these presents
have hereunto set their hands and seals this 8th
day of August, A.D. 1973

Signed, Sealed and delivered;
in the presence of:

Jay D. Asbury
Marguerite J. Bennett

James O. Stockton L.S.
Martha T. Stockton L.S.

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me an
Officer duly qualified to take acknowledgments, personally
appeared JAMES O. STOCKTON and MARTHA T. STOCKTON, husband
and wife, to me known to be the persons described in and
who executed the foregoing instrument and acknowledged before me
that they executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 8th day of August, 1973

Marguerite J. Bennett

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 26, 1974
BONDED THROUGH FRED W. GUNTER

D 55037

74 MAY 15 PM 4:07
FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
Clerk
CLERK OF CIRCUIT COURT

THIS INSTRUMENT WAS PREPARED BY:
JAY D. ASBURY, Attorney at Law
POST OFFICE BOX 627
CRESCENT CITY, FLORIDA 32012

