

OR 221-673

RESTRICTIONS

THIS INSTRUMENT PREPARED BY:
BILL C. SUTTERLYRE, SEC. & TREAS.
ST. JOHNS HARBOR, INC.
P. O. BOX 126 SATSUMA, FLA. 32089

TO WHOM IT MAY CONCERN:

OFFICIAL RECORD

STATE OF FLORIDA)
COUNTY OF PUTNAM) SS.

BOOK 221 PAGE 673

WHEREAS, the undersigned is the owner of property situate in Putnam County, Florida, more particularly described as ST. JOHNS HARBOR, UNIT 2, according to plat recorded in Plat Book 5, pages 11-A, 11-B & 11-C, Public Records of Putnam County, Florida, and

WHEREAS, the undersigned is desirous of placing restrictions on the use of the property.

NOW THEREFORE, these presents witnesseth:

That in consideration of the mutual covenants herein contained, the parties of this Agreement do covenant and agree for itself, its successors and assigns, that the property above described shall be subject to the restrictions as follows:

1. No lot shall be used except for residential purpose, except those that may be designated by St. Johns Harbor, Inc. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and an attached private garage for not more than two cars. All garages, carports, utility rooms, porches and screened-in areas shall be attached to the main building and designed in harmony with the dwelling, and shall be built simultaneously with or subsequent to the dwelling.

2. All toilets and waste pipes shall meet the requirements of the Florida State Board of Health.

3. No dwelling shall be erected nearer than five feet from the front lot line, nor nearer than five feet to the rear lot line. No dwelling or attached garage, carport, utility room, porch, or screened-in area shall be erected nearer than five feet to any interior lot line.

4. St. Johns Harbor, Inc. 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 roads and streets on which the land hereby conveyed abuts, and also in and to a five-foot strip of land located along the rear lot line, and a five-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 such other customary or usual appurtenances as may, from time to time, in the opinion of St. Johns Harbor, Inc., or any utility company, or governmental authority, be deemed necessary or advisable. All claims for damages, if any by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against St. Johns Harbor, Inc., is hereby waived by the buyer.

OFFICIAL RECORDS

Restrictions, Page 2

BOOK 221 PAGE 674

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, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any time as a residence, either temporary or permanently.
7. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from St. Johns Harbor, Inc.
8. Boat docks shall not extend into the canal more than four feet at mean water level.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose.
10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, no mining operations of any kind shall be permitted upon or in any lot.
11. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.
12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
13. 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.
14. The lots, in addition to the restrictions and conditions contained herein, are conveyed subject to all present and future rules, regulations and resolutions of the County of Putnam, State of Florida, if any, relative to zoning and to the construction and erection of any buildings.
15. Failure of the Seller, its successors or assigns, to promptly enforce any of the restrictions or covenants contained herein shall not be deemed a waiver of the right to so do thereafter.
16. There shall be no time limit during which construction of houses must be started; however, building must be completed within a period of six months from the date construction is begun. The purchaser agrees to maintain his lots in a neat and tidy condition, and if the owner fails therein, he agrees to pay St. Johns Harbor, Inc. an amount not to exceed \$20.00 per year for maintenance of said lots.

OFFICIAL RECORDS

Restrictions, Page 3

BOOK 221 PAGE 675

17. Each canalfront dwelling must have at least 480 square feet of living area, not including carports, screened-in porches, or garages. All other lots shall have no less than 400 square feet in living area. All mobile homes must have approved underskirt, and at least 10' X 20', Concrete patio and awning. No mobile home less than 12' wide may be used. Carports, screened-in porches, patios and garages are not considered living areas.

18. Fuel tanks exposed above ground shall be enclosed by landscaping or other approved method.

The undersigned hereto retains the right in case of hardship to modify any of the above covenants.

This agreement shall be binding upon the heirs, successors, and assigns of the undersigned hereto.

IN WITNESS WHEREOF, the undersigned 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 this 30th day of June, 1969.

ST. JOHNS HARBOR, INC.

By [Signature]
Its President

By [Signature]
Attest: Its Secretary

Witness [Signature]

Witness [Signature]

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC, State of Florida at Large
My Commission Expires Sept. 4, 1972
Bonded by M.A.B. & Co.

My Commission Expires:

B 01474

'69 JUL -7 AM 11:47

FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
[Signature]
CLERK OF CIRCUIT COURT

DECLARATION OF RESTRICTIONS

St. Johns Harbor, Trustee, Inc., a Florida corporation, being the owner of the real properties within St. Johns Harbor Subdivision, Unit II and Unit III, according to plats thereof recorded in Plat Book 5, Pages 11A through 11C, inclusive, and Plat Book 5, Page 37, respectively, public records of Putnam County, Florida (hereinafter called St. Johns Harbor, Units II and III), described on Schedule A attached hereto, makes the following Declaration of Restrictions covering said real properties, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit and limitation upon all present and future owners of lots within St. Johns Harbor, Units II and III.

1. After October 2, 1982, all owners of lots within St. Johns Harbor, Unit II, shall be liable and obligated for payment of a proportionate share of the costs of maintaining the roads and drainage facilities within St. Johns Harbor Subdivision, Unit II. After May 8, 1982, all owners of lots within St. Johns Harbor, Unit III, shall be liable and obligated for payment of a proportionate share of the costs of maintaining the roads and drainage facilities within St. Johns Harbor, Unit III. All lots within St. Johns Harbor, Unit II, shall bear equal portions of each annual assessment with regard to St. Johns Harbor, Unit II, regardless of a lot's location, dimensions or size. All lots within St. Johns Harbor, Unit III, shall bear equal portions of each annual assessment with regard to St. Johns Harbor, Unit III, regardless of a lot's location, dimensions or size. Any unpaid annual lot assessments (as hereinafter provided for) due at any time shall be and become the obligation of the current owner of a lot upon his or her becoming said owner.

2. Title to the roads within St. Johns Harbor, Units II and III, has heretofore been dedicated to the public as shown on the Plats of St. Johns Harbor, Units II and III. St. Johns Harbor, Units II and III, Property Owners Association, Inc., a Florida corporation not for profit (hereinafter called the POA), has heretofore been established under the laws of the State of Florida to provide an entity to maintain the roads and drainage facilities within St. Johns Harbor, Units II and III, for the use and benefit of all owners of real property within said subdivisions. The POA shall maintain said roads and drainage facilities and determine, prepare, deliver notice of and collect the assessments for said maintenance.

3. All owners of lots within St. Johns Harbor, Units II and III, must be and shall be members of the POA, and at all POA membership meetings shall be entitled to one vote for each lot owned within St. Johns Harbor, Units II and III.

4. During the month of January of each year, the board of directors of the POA shall call a meeting of the membership of the POA for the purpose of determining the amount of the assessment for road and drainage facilities maintenance for the ensuing year. Said assessment each year may increase over assessments for prior years if needed to adequately fund the POA's budget for road and drainage facilities maintenance. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested,

Please return to:
PETERSON, MYERS, CRAIG, CREWS, BRANDON & MANN, P.A.
P.O. Box 1079 Lake Wales, Florida 33853

THIS INSTRUMENT PREPARED BY MICHAEL W. CREWS OF
PETERSON, MYERS, CRAIG, CREWS, BRANDON & MANN, P.A., ATTORNEYS AT LAW
130 EAST CENTRAL AVENUE, LAKE WALES, FLORIDA 33853

to all owners of lots within St. Johns Harbor, Units II and III, at the last addresses for said owners shown on the books and records of the POA or at the lot owners' addresses as shown on the Putnam County tax rolls (if different from those shown on the POA's books and records). The amount of each year's annual assessment shall be determined at said meeting by the affirmative written vote of a majority of those POA members present in person or proxy at said meeting.

5. Following said POA meeting, written annual assessments for maintenance of roads and drainage facilities shall be prepared and mailed by certified mail, return receipt requested, by the POA to all owners of lots within St. Johns Harbor, Units II and III, at the same addresses as set forth above. Such annual assessments shall apply for a twelve month calendar year, shall be deemed to be due as of January 1 of each year, and shall be payable on or before April 1 of each year. Sums thus collected by the POA shall be held and expended by it for the sole purpose of maintaining the roads and drainage facilities within St. Johns Harbor, Units II and III, defraying the POA's expenses incurred in so maintaining same and administering the annual assessments. Said monies shall be placed into a separate account and shall not be commingled with the undersigned owner's funds. Separate records shall be kept to account for all income and disbursements of assessment funds and shall be available at reasonable hours to all POA members.

6. The undersigned owner shall participate in all assessments on a pro rata basis as owner of all unsold lots.

These covenants and restrictions shall run with the above-described properties and be binding on all parties and all persons claiming under them for a period of twenty years from the date this Declaration of Restrictions is recorded in the public records of Putnam County, Florida. After the expiration of said twenty year period, these covenants and restrictions shall be extended automatically for an additional twenty-year period unless an instrument terminating or modifying all or a portion of them, properly acknowledged, is executed by a majority of the lot owners within St. Johns Harbor, Units II and III, and recorded in the public records of Putnam County, Florida. This procedure for automatic extension and/or termination, modification or partial termination or modification shall continue in perpetuity.

Enforcement of these restrictions (including such action or actions as may be necessary to collect the annual assessments) shall be by action against any person or persons violating or attempting to violate the same, or failing to perform the same, either to restrain violation, enforce performance or compliance, or to recover damages. The party which is successful and prevails in such action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of an attorney (including attorneys' fees for the taking and handling of appeals from final judgments).

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

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this 5th day of May, 1982.

Signed, sealed and delivered
in the presence of:

ST. JOHNS HARBOR,
TRUSTEE, INC.

[Signature]
[Signature]
Two Witnesses

By [Signature]
J. E. Marlowe, its
Vice President

Attest [Signature]
Michael W. Crews, its
Secretary-Treasurer

(affix corporate seal)

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned notary public, personally appeared J. E. Marlowe and Michael W. Crews, known by me to be the Vice President and Secretary-Treasurer, respectively, of ST. JOHNS HARBOR, TRUSTEE, INC., a Florida corporation, and who, being duly sworn, deposed, stated and acknowledged that they executed the foregoing Declaration of Restrictions freely and voluntarily, with full authority of said corporation, and for the purposes therein expressed.

WITNESS my signature and official seal at Lake Wales,
Polk County, Florida, this 5th day of May, 1982.

(affix seal)

[Signature]
NOTARY PUBLIC
My commission expires: 7-19-85

OFFICIAL RECORDS

BOOK 419 PAGE 33

SCHEDULE A

Lots in St. JOHNS HARBOR SUBDIVISION, Unit #2, according to plat thereof recorded in Plat Book 5, Pages 11-A, 11-B and 11-C, public records of Putnam County, Florida, to-wit:

Lots 638, East 1/2 of Lot 651, Lots 668, 706, 722, 726, 742, 746, 750, 751, 792, 799, 805, 806, 815 and 816.

Lots in ST. JOHNS HARBOR SUBDIVISION, Unit #3, according to plat thereof recorded in Plat Book 5, Page 37, public records of Putnam County, Florida, to-wit:

LOTS	BLOCKS
8, 20	1
14, 25, 26	2
3, 4, 5, 6, 7, 10, 11, 13, 14, 19	3
8, 9, 12, 16, 19	4
11, 14, 17, 22, 23	5
1, 6, 7, 18, 28, 32, 33, 35	6
1, 12, 13	7
9, 10, 12, 13, 14, 23, 27, 28, 33,	8
36, 40, 41, 42	8
9, 10, 11, 12, 13, 14, 18, 20, 21,	9
22, 23, 26, 27, 29, 30, 31	9
1, 6, 7, 13, 14, 17, 19, 22, 24	10
3, 5, 6, 10, 11, 12, 19, 20, 22,	11
23, 24, 27, 34, 35	11
3, 4, 7, 8, 13, 26, 28, 29	12
7, 9, 13, 15, 16, 18, 19, 20,	13
25, 26	13
2, 4, 5, 7, 10, 11, 12, 13, 15, 18,	14
19, 20, 22, 23, 25	14
5, 6, 7, 8, 9, 10, 22, 23, 29, 33	15
1, 2, 15, 16, 18	16
1, 3	17
11, 12, 13, 15	18
TRACT "A"	



FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
CHARLES F. HOOD
CLERK OF THE COUNTY

'82 MAY -7 P2:24

C 84951