

OFFICIAL RECORDS

BOOK 236 PAGE 105

DECLARATION OF RESTRICTIONS

This instrument was prepared by  
CHARLES DOMINA  
Who's address is:  
420 Lincoln Road, Suite 258  
Miami Beach, Florida.  
33139

THIS INDENTURE, made this 25<sup>th</sup> day of MARCH, 1970,  
by NORSERVICE, INC., a Rhode Island Corporation, organized and existing  
under the laws of the State of Rhode Island, and the MORRIS TRACT CORP.  
a Florida corporation, organized and existing under the laws of the  
State of Florida, these corporations having title to the Subdivision,  
HIGHLANDS SECTION, UNIT #2 of ST. JOHNS RIVERSIDE ESTATES, as recorded  
in Plat Book 5 Page 43 of the Public Records of Putnam  
County, Florida.

WHEREAS, NORSERVICE, INC., and the MORRIS TRACT CORP. the  
Subdividers, impose the following restrictions on that part of the  
above mentioned property to be sold as acreage:

1. No garage or temporary building shall be used or occupied  
as living quarters except that part or portion of a  
garage building may be designed and occupied as employee  
quarters.
2. No building shall be erected nearer than 50 feet to the  
front line of said premises or nearer than 10 feet of any  
side line, or nearer than 25 feet of any rear line; no  
solid fence or hedge shall be erected or maintained which  
shall exceed a height of four feet. This is not to  
preclude wire fencing necessary for enclosing livestock  
or animals.
3. Use and occupancy of the premises shall be subject to  
zoning, building, health, sewage disposal and sanitation  
regulations and laws of the State of Florida and all  
governmental agencies having jurisdiction thereof. Plans  
and specifications for any building shall be subject to  
the approval of the Seller, prior to construction thereof,  
which approval shall not be unreasonably withheld, and  
for which approval no charge shall be made. Residential  
roofs shall be either shingle, tile or built-up tar and  
gravel. All buildings must be constructed or erected

upon the property, ~~excepting~~ only that Seller approved mobile homes or modular homes may be installed or erected upon the property.

4. Easements and rights-of-way are expressly reserved for the construction, installation, and maintenance of utilities such as electric light lines, drains, water supply lines, telephone and telegraph lines or the like necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a five foot width along the rear and dividing lines of the property and along every street, road or highway fronting on the said premises.
5. The foregoing restrictions, reservations, easements and covenants shall apply to the premises herein described and shall survive conveyance of title and delivery of deed hereunder, but no longer than the 31st day of December 1985, subject meanwhile to the right of the first part to modify the same as may be deemed desirable.

WHEREAS, NORSERVICE, INC., and the MORRIS TRACT CORP. the Subdividers, impose the following restrictions on that part of the above-mentioned property to be used as mobile home sites:

1. No trailer, patio, building or other structure or construction shall be erected or maintained nearer than 25 feet to the front line of said premises; or nearer than 10 feet of any side line; nearer than 20 feet of any rear line; no building or other structure shall be erected or maintained on any plot of less than 10,000 square feet in size; no fence or hedge shall be erected or maintained which shall exceed a height of 4 feet; no signs other than name plates or professional signs of a physician, dentist, attorney or the like shall be erected or maintained on the premises, without the written approval of the Seller or its assigns.
2. No permanent building shall be erected or maintained on the said premises having a living area of less than 650

square feet exclusive of garage and accessory buildings. Trailers or mobile homes placed or maintained upon the premises must be at least 40 feet in length and 12 feet in width. Use and occupancy of the premises shall be subject to zoning, building, health, sewage and sanitation regulations and laws of the State of Florida and all Governmental agencies having jurisdiction thereof. Plans and specifications for any dwelling and accessory buildings shall be subject to the approval of the Seller, prior to construction thereof, which approval shall not be unreasonably withheld, and for which approval no charge shall be made. All roofs shall be either shingle, tile or built up tar and gravel, and no metal roofs of any kind shall be permitted. All buildings must be constructed or erected upon the property and no buildings or any character whatever may be moved upon the property; but this shall not apply to mobile homes.

3. No husbandry of animals or fowls shall be conducted or maintained upon the said premises, but this provision shall not apply to the keeping of ordinary household pets.
4. Easements and rights-of-way are expressly reserved for the construction, installation and maintenance of utilities such as electric light lines, canals, drains, water supply lines, telephone and telegraph lines or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a 5-foot width along the rear and dividing lines of every building plat and along every street, road or highway fronting on the said premises. An easement of 30 feet for canal construction and maintenance along the rear lines of those lots shown on recorded plats as having canal access is reserved for public use as a waterway.
5. Rubbish and garbage must be kept in suitable containers and

- removed from the premises in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on the said premises, except that rubbish and garbage may be burned in properly constructed incinerators which comply with all applicable health and sanitary regulations. Purchaser shall commit no nuisance and shall suffer no nuisance to be committed by his guests or invitees.
6. No more than one mobile home or permanent residence shall be placed on each lot.
  7. All mobile homes shall have complete sanitary facilities which must include a lavatory, toilet stool, tub or shower and kitchen sink. Purchaser must sink well at his own expense. Mobile home must have self-contained septic tank, or purchaser must install, and connect to, at his own expense, an approved septic tank below ground level.
  8. The use of the property for mobile homes is restricted to modern trailers or mobile homes with metal or masonry cabanas, the plans for which must first be submitted to the company for approval. No mobile home constructed prior to 1964 will be permitted without the approval of the Seller.
  9. In the event of default in this contract, all permanent improvements placed in or upon the land shall be considered a part of the realty and become the property of the Seller.
  10. The foregoing restrictions, reservations, easements and covenants shall apply to the premises herein described and shall survive conveyance of title and delivery of Deed hereunder, but no longer than to the 31st day of December, 1989 subject meanwhile to the right of the first party to modify the same as may be deemed desirable.

IN WITNESS WHEREOF, the said corporation 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 the 25<sup>th</sup> day of March, 1970.

(CORPORATE SEAL)

MORSERVICE, INC.,

By: Sham S. Linn

Vice - President

ATTEST: Constance Ireland  
Not. Secretary

STATE OF Florida

COUNTY OF Dade

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SHAM G. SANI and CONSTANCE IRELAND

well known to me to be the <sup>Asst.</sup> VICE President and Secretary respectively of NORSERVICE, INC., a corporation, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of March, A.D., 1970.

Karm Chase  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

IN WITNESS WHEREOF, the said corporation 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 the 25<sup>th</sup> day of March, 1970.

(CORPORATE SEAL)

MORRIS TRACT CO.,

WITNESSETH:

Sham G. Sani  
Sam Swift

By:

Sham G. Sani  
President

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FLA.

Sam Swift  
CLERK OF CIRCUIT COURT

ATTEST: Samuel Swift

B 07561

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SHAM G. SANI & SAMUEL SWIFT

well known to me to be the VICE President and Secretary respectively of MORRIS TRACT CO., a corporation, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of March, A.D., 1970.

Samuel Swift  
My Commission Expires: