

Prepared by: Ben Bates, Jr.  
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17.00  
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GULLETT TITLE, INC.  
(904) 328-5106

RESTRICTIONS

EX 0555 PGO 188

STATE OF FLORIDA

OFFICIAL RECORDS

COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned are the owners of the property situate in Putnam County, Florida, more particularly described as follows, to wit:

The Fairways, Lots 1 through 23, as recorded in Putnam County, Florida.

AND, WHEREAS, as Owners of the above described property, the undersigned, also known herein as Developers and/or Owners, are desirous of placing Restrictions on the use of said property;

NOW THEREFORE THESE PRESENTS WITNESSETH: That the undersigned, as Owners and Developers of the above described property, in consideration of the fact that the Owners wish to sell the properties to others in individual lots and to restrict the lots as the same are sold, and for good and other valuable considerations, do herein and hereby covenant and agree for themselves, their successors, heirs, assigns and legal representatives, that as to all of the land encompassed within the above described properties, the following Restrictions are hereby placed:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation, and surround homes in the subdivision and has been approved by the Building Committee.
3. The ground floor area of the main structure, exclusive of one-story open porches, carports, and garages shall not be less than 1700 square feet of heating and cooling area together with not less than 400 square feet of garage or carport area for lots 8-23 and 1200 square feet and 240 square feet for lots 1-7.
4. No more than one residence shall be constructed on any one lot as platted in the subdivision.

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5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.
7. 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.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
9. No permanent trash or garbage receptacle shall be placed visible to the street, unless such receptacle is completely buried underground.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No wheeled vehicles or boats shall be parked to front or side of any lot as a permanent or semi-permanent placement while said vehicle is not in use.
12. No fence or wall shall be erected, placed, or altered on any lot nearer than the front of the residence.
13. Grass and weeds shall be kept mowed and rubbish and other unsightly objects shall not be allowed upon the premises.
14. Any T.V. antenna to include all satellite dishes must be approved by the Building Committee and any dishes or satellites can not be visible from the street.
15. All lots must have either paved or concrete driveways.
16. All garage openings on lots 8-23 cannot face the street.
17. No exterior finish to be painted block or simulated stone or simulated brick.
18. No fence or any obstruction shall be built in the drainage swale that will restrict the efficiency.
19. The maintenance restrictions are enforceable by SJRWMD and any amendments which affect the storm water discharge facility must have prior approval of the SJRWMD.
20. Lot owners, on a pro-rata basis, is responsible for maintaining the storm water management system.
21. Front yard landscaping to be completed prior to occupancy.

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22. Developer may correct violations of restrictions wherever there shall have been built or there shall exist on any building plot, any structure, building, thing, or condition which is in violation of these covenants and restrictions, the Developers shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct, or remove, the same, all at the expense of the owner of such property, which expense shall be payable by such Owner to the Developers, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developers liable in any way for any damages on account thereof.
23. Amendments or additional restrictions. Until all lots are sold, the Developers reserve and shall have the sole right,
  - (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained,
  - (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein
  - (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and
  - (d) to release any single building plot from any part of the covenants and restrictions which have been violated if the Developers in their sole judgement, determined such violation to be a minor or insubstantial violation.
24. Legal action on violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developers or any person or persons owning any lot on said land,
  - (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions,
  - (b) to maintain a proceeding in equity against those so violating or attempting to violate any covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations.The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developers, their successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suites thereon. All restrictions herein contained shall be deemed severable and independent. The invalidity of one or more or any part of one provision herein shall in no wise impair the validity of the remaining restrictions or part thereof.

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25. All of the above covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years, at which time said covenants and restrictions 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 and restrictions in whole or in part.

IN WITNESS WHEREOF the said Owner has hereunto set his hand and seal this 15<sup>th</sup> day of December, 1989.

Gloria Luke  
Mary R. Swartout

Ben Bates, Jr.  
Ben Bates, Jr., Owner/Developer

Gloria Luke  
Mary R. Swartout

Marc Spalding  
Marc Spalding, Owner/Developer

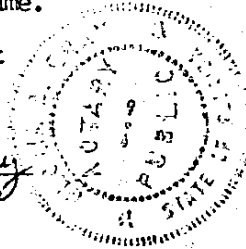
STATE OF FLORIDA  
COUNTY OF PUTNAM



I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared BEN BATES, JR. and MARC SPALDING, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of December, 1989.

Gloria D. Gray  
Notary Public  
My Commission Expires:



Notary Public, State of Florida  
My Commission Expires Aug. 28, 1991  
Bonded by Western Surety Company

FILED AND RECORDED IN PUBLIC RECORDS OF PUTNAM COUNTY, FL

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*E. P. ...*