

OFFICIAL RECORDS

DECLARATION OF RESTRICTIONS

*Returned to
 (3) Jan
 Rec. 13.00
 Grant 2.00*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned D. C. McFadden, Inc. being the owner of Trout Creek Hammock Subdivision as recorded in Map Book 6, page 36 located in Putnam County, Florida, does make the following Declaration of Restrictions covering the above-described real property, 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 of and limitation upon all present and future owners of the real property. Each lot owner shall, in turn, automatically become a member of "Trout Creek Hammock Homeowner's Association, Inc."

I. Property uses and building requirements permitted:

A. Single family dwellings, mobile homes and customary accessory buildings incidental thereto, private garages for not more than two cars. No lot on present plat may be resubdivided. No building or accessory building shall be erected nearer than 25 feet to the front lot line. No dwelling shall be erected nearer than 5 feet to any interior lot line, except that if no garage is attached to and made a part of the dwelling, one side yard shall not be less than 10 feet to permit access to the detached garage. The inside living area of all dwelling houses shall not be less than 600 square feet exclusive of porches, garages and utility rooms. Maximum building height 35 feet.

B. All principal buildings including houses and mobile homes shall have complete sanitary facilities including an approved septic tank and shall comply with all applicable state and county health and sanitary regulations.

C. The use of the property for mobile homes is restricted to modern trailers or mobile homes to be of a pleasing appearance, border-line cases less than 600 square feet and/or older than six years to be approved by the undersigned.

D. Clay Electric Co-Operative, Inc. reserves an easement of 15' on all front street lot lines. Also, roadways are dedicated for ingress, egress and utilities over, through,

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under and across the following described land, to-wit: All of said Trout Creek Hammock Subdivision as recorded in Map Book 6, page 36.

F. No fence, hedge or retaining wall shall be erected or maintained which shall exceed a height of six(6) feet and shall not adversely affect the natural flow of surface water or create any other adverse effect adjacent or adjoining properties.

G. No signs shall be allowed that exceed one and one-half (1 1/2) square feet in area and bearing other than property number, names of occupants and identification unless approved by the undersigned.

H. No more than one mobile or permanent residence shall be placed or allowed on each lot.

I. No structure of a temporary character including but not limited to travel trailers, tents, vehicles, shacks, etc. shall be permitted either temporarily or permanently on any lot without the express permission of the undersigned. Any violation of this restriction shall result in the immediate removal of any structure within an elapsed time not to exceed seventy-two (72) hours. Any variation from this restriction shall be at the discretion of the undersigned and the purchaser shall be liable for all costs involved.

J. There shall be no time limit required in which construction of residences must be started; however, building must be completed within nine (9) months from the date construction is begun.

K. No mining operations of any kind shall be permitted upon or in any lot and no drilling shall be allowed with the exception of drilling necessary to obtain a suitable water supply.

II. General Provisions

A. The purchaser agrees to maintain the property in a neat and tidy condition at all times and upon failure to comply shall pay to the undersigned an amount not to exceed \$400.00 per year for the maintenance of said property.

B. Customary personal farming and gardening uses will be allowed provided such general uses do not include husbandry of animals or fowls and the sale of agricultural products. The keeping of animals shall be restricted to ordinary household pets.

C. All rubbish and garbage must be retained in suitable containers and disposed of in accordance with applicable sanitary regulations.

D. In the event of any default of purchase contract by the purchaser all permanent improvements in or upon the property shall be considered a part of the realty and become the sole property of the undersigned.

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E. These covenants are attached to the land and shall be binding on all present and future owners for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless at such time an instrument signed by a majority of the then owners of the properties has been recorded, agreeing to an amendment to said covenants in whole or in part.

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

G. Enforcement shall be by due process of law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

H. Failure of the seller, its successors or assigns to promptly enforce any of the restrictions or covenants herein shall not be deemed a waiver of the right to do so thereafter.

I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may become an annoyance or nuisance to the neighborhood.

J. The undersigned hereto retains the right to amend any of the above restrictions or covenants.

IN WITNESS WHEREOF, I have set my hand and seal this 15th day of June, 1988.

D. C. McFADDEN, INC.

[Corporate Seal]

By:

David C. McFadden
President

STATE OF FLORIDA,
COUNTY OF PUTNAM.



I HEREBY CERTIFY that on this 15th day of June, 1988, before me personally appeared David C. McFadden, as President of D. C. McFadden, Inc., a corporation under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing instrument, and acknowledged its execution to be his free act and deed as such duly authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

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

My Commission Expires:

Patsy J. Reiner
Notary Public

Notary Public, State of Florida
My Commission Expires Oct. 18, 1988
Bonded thru Top Tail Insurance, Inc.

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

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Ed. J. ...
Notary Public