

DECLARATION OF COVENANTS AND RESTRICTIONS

DECLARATION made this first day of June, 1973, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly licensed in Florida, herein called the "Developer";

WHEREAS, Developer is the owner of certain lands in Putnam County, Florida, legally described as follows, to wit:

Lots 1-24 in Block P; lot 1-21 in Block Q; lot 1-20 in Block R; lot 1-32 in Block S; lot 1-20 in Block T; lot 1-18 in Block U; lot 1-20 in Block V; lot 1-27 in Block W; lot 1-21 in Block X; lot 1-24 in Block Y; lot 1-22 in Block Z; lot 27 in Block AA; lot 1-11 in Block BB; lot 1-12 in Block CC; lot 1-27 in Block DD; lot 1-8 in Block EE in Plantation Pines II, Second Addition to Whispering Pines Section, according to plat thereof recorded June 1, 1973 in Plat Book 5 at page 91 of the Official Records of Putnam County, Florida.

AND WHEREAS, it is the Developer's intention that the lands aforesaid be made subject to certain uniform restrictive covenants upon each residential lot located therein.

NOW THEREFORE, the Developer declares that the aforesaid lands are held and shall be conveyed by it subject to the following covenants and restrictions which shall run with the land for thirty years from the date hereof, after which time they shall be automatically extended for successive ten-year periods unless an instrument, signed by the then owners of a majority of all lots in the subdivision, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded; except, however, that the Developer reserves the right to amend such covenants and restrictions as herein provided.

1. Uses and Structures

(a) No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and one garage, carport or outbuilding for residential storage conforming in appearance to the main structure.

(b) Mobile homes shall be considered single-family dwellings within the meaning of 1(a) above if said mobile home shall be at least twelve feet in width and forty-feet in length. All mobile homes shall have under-skirting conforming in appearance to the main structure and shall also have attached to the dwelling a concrete patio and awning having dimensions of at least twelve feet by fifteen feet. No mobile home may be placed on a lot if said structure shall have been constructed more than three years prior to the date placement on the lot is sought.

(c) All other single-family dwellings, be they prefabricated, modular or otherwise constructed, shall have a minimum of 700 square feet of living area. Carports, screened-in porches, patios and garages shall not be considered living areas for the purpose of computing square footage.

(d) No detached building shall project beyond the front of the dwelling.

(e) The exteriors of all structures erected must be completed within one year from date of commencement of construction. All buildings shall be constructed of solid and permanent materials, and if of wooden exterior or cement block construction, shall be stained or painted. No structure shall have tar paper, roll brick siding or other similar exterior walls.

(f) Prior to beginning construction of any structure, the plans and specifications for same shall be submitted to Developer or to a Property Owners' Association established by Developer for the purpose of compliance with the restrictions herein contained. Developer or the Property Owners' Association shall have 30 days from the date of delivery of said plans to approve any plans submitted.

(g) The term "residential" as used in this Declaration, shall be construed to prohibit any commercial, agricultural or manufacturing operation whatever on the property subject to these restrictions.

2. 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 or public utility company operating the central water system such availability, usage and tap-on rates as may be established by the Florida Public Service Commission.

3. Septic Facilities. All plumbing fixtures, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the owner and approved by any state, county or municipal authority having jurisdiction. All systems shall be of a closed type; no waste water shall be discharged into any lake or storm drainage facility located on the premises.

4. Building Setback Lines. No structure shall be erected closer than thirty-five feet from any front lot line nor closer than ten feet from any side or rear lot line. In the cases of lots having frontage on two streets, a thirty-five foot minimum setback line shall be observed from both frontages.

5. Signs. No commercial signs of any nature shall be erected or be permitted to remain on any residential lot and the Developer, its successors or assigns, shall have the right to remove any sign without legal proceedings.

6. Garbage and Rubbish. Garbage or rubbish of any nature shall not be dumped or allowed to remain on any lot except in metal or plastic receptacles designed for collection of the same.

7. Violation and Enforcement. Violation of any covenant or restriction herein contained may be remedied by the Developer and the expense thereof charged to the owner of the lot, payable upon demand; and further, enforcement may be by proceedings at law or in equity brought by the Developer, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenants. Failure to enforce any violation shall not be construed as a waiver either of such violation or any subsequent violation.

8. Severability. Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall not affect the validity of any other covenant or restriction herein contained.

9. Amendment. The Developer reserves the right to amend this Declaration of Covenants and Restrictions at any time so long as it retains title to more than 50% of the lots described herein.

IN WITNESS WHEREOF, THE BRANIGAR ORGANIZATION, INC. has caused these presents to be executed and sealed with its corporate seal by its officers thereunto duly authorized.

THE BRANIGAR ORGANIZATION, INC.

By [Signature]
Vice President

ATTEST:

[Signature]
Secretary

WITNESSES:

[Signature]
[Signature]

STATE OF ILL(INOIS)
COUNTY OF COOK)


I hereby certify that on this day before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared J. Wood

OFFICIAL RECORDS

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and Joseph T. Cesario to me known to be the persons described in and who executed the foregoing instrument as Vice President and Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said corporation.

WITNESS my hand and notarial seal in the County and State aforesaid this 20th day of June, 1973.


Lucille H. McInerney
Notary Public

My commission expires July 17, 1973.

This Document prepared by Joseph T. Cesario, Attorney at Law, Oakbrook, Illinois.

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