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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AMERICAN GARDENS, UNIT III

BOOK 325 PAGE 699

WHEREAS, the AMERICAN NATIONAL BANK OF JACKSONVILLE, hereinafter called Developer, is the owner of certain lands lying in Putnam County, Florida, which have been subdivided into a recorded plat called AMERICAN GARDENS, UNIT III dated December 9, 1974, prepared by James D. Baker, Florida Registered Surveyor, Certificate No. 1880, of Interlachen, Florida, and recorded in Map Book 5, page 106, of the public records of Putnam County, Florida.

WHEREAS, Developer, in developing the subdivision is desirous of placing certain covenants and restrictions upon the use of all the land in the subdivision and is desirous that the covenants and restrictions shall run with the title to the land hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and the purchase to be made of the lots in the subdivision, Developer does for itself, its successors, legal representatives and assigns restrict the use as hereinafter provided, of all of the lots in the subdivision. And the Grantee of any deed conveying any lot or lots, parcels or tract, or portions thereof, in the subdivision shall be deemed by the acceptance of such deed to have agreed to all these covenants and restrictions, and to have covenanted to observe, comply with and be bound by these covenants and restrictions, as follows:

1. These covenants and restrictions shall not apply to those lots shown on said plat which abutt existing new State Road 207, presently a one-hundred (100) foot right of way. Said lots may be used for any purposes permissible under local zoning ordinances, as they may be amended from time to time.
2. Said lots shall be used for residential and farming purposes only, and no building at any time situated on any of said lots shall be used for any other business, commercial, amusement, charitable or manufacturing purposes. No residence, guest quarters, garages or other building constructed on any of said lots shall be used for the purpose of a boarding house, hotel tourist court, or manor court.
3. Single family dwellings, mobile homes and customary accessory buildings incidental hereto are permitted. The inside living area of all dwelling houses shall be not less than 700 square feet, exclusive of porches, garages and utility rooms. No mobile home of a size less than 12' x 40' will be permitted. All mobile homes must be removed from transport wheels and properly anchored when placed on property and must have an apron around the complete building or unit.
4. No swine shall be kept on any of the lots. No poultry for commercial purposes shall be kept on any of the lots. No garbage, ashes or other refuse shall be thrown or dumped on any street or vacant lot in said subdivision.
5. No travel trailers for permanent residence permitted.
6. No residence or any part thereof shall be erected on any of the said lots within twenty feet of any adjoining lot. In addition to any setback lines from State or County Roads now or hereafter established by the Board of County Commissioners for Putnam County, Florida, no dwelling or trailer or any part thereof, whether such be porch, veranda or otherwise, may be erected or placed nearer than twenty-five feet to any front or side street line.
7. If a residence building shall be erected on more than one lot, then the building restrictions referred to in prior paragraphs shall not apply to the interior sidelines of said lots, or parts thereof, but only to the extreme sidelines of the combined parcels.

8. None of the said lots at any time hereafter may be used for the manufacture or sale of intoxicating liquors.
9. Developer reserves for its use and the use of Putnam County, Florida, or any public utility company furnishing utility service to the lot owners, a perpetual easement and right in and to, over and under any and all roads as shown on said plat, and over, upon and across those portions of the lots which are shown on said plat as "easements for drainage and utilities" for the installation, maintenance and operation of power, water, telephone, gas, lighting, heating, drainage, sewerage and any and all other public utility purposes.
10. No construction of any kind shall be placed on any part of any lot on said plat as reserved for "easement for drainage and utilities", and the owners of the lot or lots subject to such easement shall acquire no right, title or interest in or to any pipe, poles, equipment or appliances placed on, over, or under the land to such easement.
11. The easements and rights above granted and reserved to Developer shall not pass from Developer by its deed conveying any of said lots but shall exist and continue only in Developer or in any party to whom Developer shall expressly convey said easements and rights.
12. The covenants and restrictions contained herein shall be deemed to be covenants running with the title to the land. If any person, corporation or legal entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for Developer or any person, corporation or other legal entity owning any lot in the subdivision to: prosecute at law for the recovery of damages against the party or parties violating or attempting to violate these covenants and restrictions; or to maintain a proceeding in equity against the party or parties so violating or attempting to violate these covenants and restrictions for the purpose of preventing such violations; provided, however, that the remedies of this paragraph shall not be construed as exclusive to any other remedies now or hereafter provided by law.
13. These covenants and restrictions shall be full force and effect until the year 2000 A. D. Thereafter, they shall remain in full force and effect; however, they may be removed in their entirety from the title to the land by the execution of a Release to that effect by all the owners of all the lots in the subdivision at the time of the execution. During the time that they are in force, the right to modify these covenants and restrictions or to release any violations of these covenants and restrictions shall rest in all the owners of all the lots in the subdivision at the time the modification or release is executed. Any release as to their entirety or as to a violation or modification must in writing, in recordable form and recorded in the Official Records of Putnam County, Florida.
14. An invalidation of any of these covenants and restrictions by judgment or Court Order shall in no wise affect or modify any of the other covenants or restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants and Restrictions this 28th day of March, 1975.

WITNESSED:

Judy A. Kimberly

Maida C. Bennett
As to Developer

AMERICAN NATIONAL BANK OF JACKSONVILLE

By: [Signature]
Its: Senior Vice President

Attest: [Signature]
Its: Assistant Cashier