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GULLETT TITLE, INC.
(904) 328-5106

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RESTRICTIONS

TO WHOM IT MAY CONCERN:

STATE OF FLORIDA)
COUNTY OF PUTNAM) SS.

WHEREAS, the undersigned is the owner of property situate in Putnam County, Florida, more particularly described as SARATOGA HARBOR ESTATES, according to plat recorded in Plat Book 4, page 161, Public Records of Putnam County, Florida, and

WHEREAS, the undersigned is desirous of placing restrictions on the use of the property.

NOW, THEREFORE, these presents witnesseth:

That in consideration of the mutual covenants herein contained, the parties of this Agreement do covenant and agree for itself, its successors and assigns, that the property above described shall be subject to the restrictions as follows:

1. No lot shall be used except for residential purposes, except those that may be designated by Saratoga Harbor Estates. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height and an attached private garage for not more than two cars. All garages, carports, utility rooms, porches and screened-in areas shall be attached to the main building and designed in harmony with the dwelling, and shall be built simultaneously with or subsequent to the dwelling.

2. All toilets and waste pipes shall meet the requirements of the Florida State Board of Health.

3. No dwelling shall be erected or placed nearer than 5 feet from the front lot line, nor nearer than 5 feet to the rear lot line. No dwelling or attached garage, carport, utility room, porch or screened-in area shall be erected nearer than 5 feet to any interior lot line.

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4. Saratoga Harbor, Inc., hereby reserves the right without further consent from any land owner to grant to any public utility company, municipality or other government unit, water or sewage company, an easement for a right of way in all roads and streets on which the land hereby conveyed abuts and also in and to a 5 foot strip of land located along the rear lot line, and a 5 foot strip of land located along any other lot line, for the right to erect and lay, or cause to be erected or laid, maintained, removed or repaired all light, telephone and telegraph poles, wires, water and gas pipes and conduits; catch basins, surface drains, sewage lines, and such other customary or usual appurtenances as may, from time to time, in the opinion of Saratoga Harbor, Inc., or any utility company or governmental authority be deemed necessary or advisable. All claims for damages, if any, by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby against Saratoga Harbor, Inc., is hereby waived by the Buyer.

5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporary or permanently.

7. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained by Saratoga Harbor, Inc.

8. Boat docks shall not extend into any abutting waterway (excepting ^{more} riverfront) than 20 feet at mean water level.

9. 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.

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10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, no mining operations of any kind shall be permitted upon or in any lot.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

14. The lots, in addition to the restrictions and conditions contained herein, are conveyed subject to all present and future rules, regulations and resolutions of the County of Putnam, State of Florida, if any, relative to zoning and to the construction and erection of any buildings.

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

16. There shall be no time limit during which construction of houses must be started; however, building must be completed within a period of six months from the date construction is begun. The purchaser agrees to maintain his lots in a neat and tidy condition, and if the owner fails therein he agrees to pay Saratoga Harbor, Inc., an amount not to exceed \$20.00 per year for maintenance of said lots.

17. Each riverfront dwelling must have at least 1000 square feet of living area. Each lake or canal front dwelling must have at least 600 square feet of

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living area not including carports, screened-in porches or garages. All other lots shall have no less than 400 square feet in living area. All mobile homes must have brick, block or cut stone underskirt, and at least 10 x 20 concrete patio and awning. No mobile home less than 12 feet wide may be used. Carports, screened-in porches, patios and garages are not considered living area.

18. No fuel tanks shall be exposed above ground.

19. No outboard motor or other motor driven method of propulsion shall be used on any boat or vessel in any lake or enclosed waterway within the subdivision.

The undersigned hereto retains the right in case of hardship to modify any of the above covenants.

This agreement shall be binding upon the heirs, successors, and assigns of the undersigned hereto.

IN WITNESS WHEREOF, the undersigned 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 this 1st day of August, 1967.

In the presence of:

[Signature]
[Signature]

SARATOGA HARBOR, INC. (Seal)

By *[Signature]*
Its President

Attest: *[Signature]*
Its Secretary

STATE OF FLORIDA)
COUNTY OF PUTNAM) SS:

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared LYNNWOOD N. SMITH and JACK KINGSTON, well known to me to be the President and Secretary of Saratoga Harbor, Inc., a Florida corporation, and they severally acknowledged executing the foregoing instrument under authority duly vested in them by said corporation and that the seal thereto affixed is the true corporate seal of said corporation.

IN WITNESS WHEREOF, I set my hand and official seal in the County and State aforesaid, on this 1st day of August, 1967.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES FEB. 7, 1969
BOUGHT THROUGH FRED. W. DIEVELHORST

[Signature]
Notary Public, State of Florida at Large