

DECLARATION OF RESTRICTIONS

KNOW ALL MEN by these presents, that the undersigned, ERNEST K. COMBS and LUCRETIA S. COMBS, husband and wife, being the owners of Sportsman's Harbor Subdivision, Unit #2, a subdivision located in Putnam County, Florida, and more particularly described as follows:

See Schedule "A" attached hereto.

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 deraigning 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.

1. Each canalfront dwelling must have at least 480 square feet of living area, not including carports, screened-in porches or garages. All Riverfront lots shall have no less than 700 square feet of living area unless otherwise restricted by municipal ordinance. All mobile homes must have approved underskirt, and at least 10' x 20' concrete patio and awning. No mobile home less than 12' wide may be used. Carports, screened-in porches, patios and garages are not considered living areas.

2. No lot shall be used except for residential purpose, except those that may be designated by the Seller. 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 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.

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

This instrument was prepared by
Edward E. Hedstrom
P.O. Drawer F
Palatka, Florida 32077

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4. No dwelling shall be erected nearer than 15 feet from the front lot line, nor nearer than 15 feet to the rear lot line. No dwelling or attached garage, carport, utility room, porch, or screened-in area shall be erected nearer than five feet to any interior lot line.

5. Sellers, hereby reserve the right without further consent from any land owner to grant to any public utility company, municipality or other governmental 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 five-foot strip of land located along the rear lot line, and a five-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 basin, surface drains, sewage line, and such other customary or usual appurtenances as may from time to time, in the opinion of the Sellers, 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 the Seller, is hereby waived by the buyer.

6. 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.

7. 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 permanent without written consent from Sellers.

8. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from the Sellers.

9. Boat docks shall not extend into the canal more than four feet at mean water level.

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10. 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, and further provided that no animal kennels be maintained on the premises.

11. 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.

12. 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 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 in part.

13. 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.

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

15. 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 building.

16. 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.

17. 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.

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The purchaser agrees to maintain his lots in a neat and tidy condition.

18. Fuel tanks exposed above ground shall be enclosed by landscaping or other approved method.

19. Each lot is restricted to the subdivision's central water system for domestic purposes, provided that a well may be placed on the land for non-domestic uses including lawn watering.

IN WITNESS WHEREOF we have set our hands and seals this

7 day of December, 1970.

Ernest K. Combs
Ernest K. Combs

Lucretia S. Combs
Lucretia S. Combs

Signed, Sealed and Delivered
in our presence as witnesses:

Shirley L. Baden
[Signature]

STATE OF FLORIDA

COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERNEST K. COMBS and LUCRETIA S. COMBS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, A. D. 1970



Shirley L. Baden

Notary Public, State of Florida at Large
My Commission Expires June 7, 1974
Created by U.S.A.A.G.C.

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Schedule "A"

All lots in Sportsman's Harbor Subdivision,
Unit #2, as per Map Book 5, page 44, public
records of Putnam County, Florida, excepting
all lots previously sold and conveyed by the
owners herein.

B 12731

70 DEC 18 4 2:30

RECORDED BY TITLE
PUTNAM COUNTY, FLA.
BY [Signature]
CLERK OF COUNTY COURT

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BOOK 257 PAGE 26

AMENDED DECLARATION OF RESTRICTIONS

KNOW ALL MEN by these presents, that the undersigned, ERNEST K. COMBS and LUCRETIA S. COMBS, husband and wife, being the owners of Sportsman's Harbor Subdivision, Unit #2, a subdivision located in Putnam County, Florida, do hereby amend Paragraph one (1) of those Declarations of Restrictions recorded in Official Records Book 248, page 223, of the Public Records of Putnam County, Florida, to read as follows:

1. Each canalfront dwelling lying within the city limits of the Town of Welaka must have at least 720 square feet of living area, not including carports, screened-in porches or garages. All riverfront lots lying within the city limits of the Town of Welaka shall have no less than 720 square feet of living area unless otherwise restricted by municipal ordinance. All mobile homes must have approved underskirt, and at least 10' x 20' concrete patio and awning. No mobile home less than 12' wide may be used. Carports, screened-in porches, patios and garages are not considered living areas.

IN WITNESS WHEREOF we have set our hands and seals this

4 day of May, 1971.

Ernest K. Combs
Ernest K. Combs

Lucretia S. Combs
Lucretia S. Combs

Signed, Sealed, and Delivered in our presence as witnesses:

Peter T. Miller

W 16315

'71 MAY 17 5 3 13

FILED IN
OFFICE OF
CLERK OF DISTRICT COURT

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERNEST K. COMBS and LUCRETIA S. COMBS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of May, A. D. 1971.

Peter T. Miller
Notary Public, State of Florida at Large
My Commission Expires June 24, 1974

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ASSIGNMENT OF AUTHORITY TO
ENFORCE RESTRICTIVE COVENANTS

I, LUCRETIA S. COMBS, being the surviving tenant by the entirety of Ernest K. Combs who were the plattors of Sportsman's Harbor Subdivision Unit #2 in Putnam County, Florida, do hereby assign the right to enforce any and all of the declaration of restrictions on said subdivision as shown in Official Records Book 248, Page 223, Records of Putnam County, Florida, unto Sportsman's Harbor Community Club, Inc.

All actions undertaken by the assignee herein shall be in it's own name and that by this assignment I shall assume no liability for court costs, attorneys fees or damages, it being the purpose of this assignment to create in the assignee all the right, power and ability to enforce said restrictive covenants as fully and completely in it's name as if done by me.

Dated this 25th day of January, 1984.

Lucretia S. Combs
LUCRETIA S. COMBS

STATE OF INDIANA)
) SS
MADISON COUNTY)

015198

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

1984 JAN 27 PM 2:45

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lucretia S. Combs and acknowledged the execution of the foregoing right to enforce restrictions. my hand and Notarial Seal.

CLERK OF COURTS
PUTNAM COUNTY, FL.
WITNESS

Daniel D. Quickel
DANIEL D. QUICKEL, NOTARY PUBLIC
RESIDENT, MADISON COUNTY, INDIANA

My Commission expires October 10, 1986.

Witnesses to signature of Lucretia S. Combs:

Joan Prater
JOAN PRATER

Daniel D. Quickel
DANIEL D. QUICKEL

This Instrument prepared by Daniel D. Quickel.

