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OFFICIAL RECORDS  
BOOK 288 PAGE 1474

**DECLARATION OF  
COVENANTS AND RESTRICTIONS**

DECLARATION dated this 8th day of September, 1972, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly licensed in the State of Florida, herein called the "Developer";

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

Lots 1 through 21 in Block A, Lots 1 through 12 in Block B, Lots 1 through 4 in Block C, Lots 1 through 5 in Block D, Lots 1 through 7 in Block E, Lots 1 through 8 in Block F, Lots 1 through 37 in Block G, Lots 1 through 12 in Block H, Lots 1 through 27 in Block J, Lots 1 through 43 in Block K, Lots 1 through 32 in Block L, Lots 1 through 23 in Block M, Lots 1 through 16 in Block N, Lots 1 through 47 in Block O, in Plantation Pines II, First Addition to Whispering Pines Section as recorded in Public Records of Putnam County, Florida, Map Book 5, Page 88.

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) All lots shall be used for residential purposes only. 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-five feet in length. All mobile homes shall have attached to the dwelling a concrete patio and awning having dimensions of at least ten feet by twenty 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 minimum of 700 square feet of living area. Carports, screened-in porches, patios and garages shall not be considered living area for the purpose of computing square footage.

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(d) No detached buildings 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 exteriors or cement block construction, shall be stained or painted. No structure shall have tar paper, roll brick or 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 restrictions herein contained. Developer or the Property Owners' Association shall have thirty days from the date of delivery of said plans to approve plans submitted. All mobile homes which are sought to be erected must bear the seal of Underwriters' Lab or Pittsburgh Underwriters in order to be approved.

(g) All mobile home underskirting shall be installed in conformity with the minimum standards established from time to time by the Foremost Insurance Company. Plans submitted to Developer under Section (1)(f) should so indicate compliance with such standards.

(h) The term "residential" as used in this Declaration shall be construed to prohibit any commercial, agricultural, manufacturing, or mining 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 fifty feet from any front lot line or closer than ten feet from any side or rear lot line. In the cases of the lots having frontage on two streets, a fifty 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 containers 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: Robert D. Farr  
Vice President

ATTEST:  
Joseph T. Cesaris  
Secretary

WITNESSES:  
Diase K. Kalas  
Lucille H. Brown

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FILED  
1972 NOV 1 AM 8:52  
A.W. NICHOLS, JR.  
CLERK, CIRCUIT COURT  
PUTNAM COUNTY

STATE OF ILLINOIS } ss  
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 Robert D. Farr and Joseph T. Cesaris 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 8th day of September, 1972.

Lucille H. Brown  
Lucille H. Brown  
Notary Public  
My commission expires July 17, 1973.