

OFFICIAL
RECORDS BOOK 48 PAGE 665

STATE OF FLORIDA
COUNTY OF PUTNAM

KNOW ALL MEN BY THESE PRESENTS, That Grandin Development Corporation, a Florida corporation, is the owner of the property situate in Putnam County, Florida, more particularly described as follows, to-wit:

That part of Section 34, Township 9 South, Range 24 East more particularly described in deed recorded in Official Records Book 45, page 447, public records of Putnam County, Florida.

WHEREAS, the owners of the above described property are desirous of placing additional restrictions on the use of said property for residential purposes,

THEREFORE, THESE PRESENTS WITNESSETH: That the parties to this Agreement, for and in consideration of the mutual covenant herein contained, and the further consideration of One Dollar in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, for themselves, their successors, assigns and legal representatives, that as to said property above described, the following restrictions are hereby placed upon their respective holdings as come within the boundaries above described, it being specifically understood that such restrictions and covenants shall become effective upon the recordation in the public records of Putnam County, Florida, of this notice, but shall apply to any subdivisions or additions thereto hereafter placed of record in the office of the Clerk of the Circuit Court for Putnam County, Florida, by the parties hereto.

1. All premises conveyed shall be used exclusively for

residential purposes except for those lots designated as commercial or recreation areas on the plat or plats of Grandin Lake Shores.

2. No more than a one single family dwelling, nor more than one other accessory building for garage or other purposes, shall be placed or erected upon any one lot. No accessory or temporary building shall be used or occupied as living quarters.

3. All exteriors must be stained or painted two coats of paint. No tar paper, roll brick siding or similar materials shall be used on outside walls. All buildings to be erected or placed upon said premises shall be subject to prior approval of the grantor or its assigns. All buildings must be completed within six months from the date construction commences.

4. No tents or trailers shall be moved to, erected or placed upon said land.

5. No outside toilets shall be allowed.

6. No waste shall be permitted to enter either lake. Septic tanks and other sanitary construction must comply with local health laws and regulations. No part of a septic tank, drain-field or other waste disposal system shall be placed nearer than 50 feet from the high water line of either lake.

7. No portion of any structure shall be erected nearer than 25 feet from the front or road line; 15 feet from the rear; and 10 feet from the side lines of any abutting property owner; except, however, where set back lines appear on the plat of Grandin Lake Shores Subdivision, structures may be constructed within the distance specified for such set back lines. On Lake front lots, no portion of any structure shall extend nearer than 40 feet from the high water line.

8. Minimum building requirements on the first or

or ground floors, exclusive of porch or carport areas shall be as follows:

875 square feet on lake front lots on Grandin Lake;
700 square feet on lake front lots on Clearwater Lake
and on lot numbers 101 thru 140; 600 square feet on all others.

9. No boat docks or floats or other structures extending into the lake shall be constructed and placed into or on said lake without prior written approval of either Grandin Development Corporation or its assigns.

10. No signs of any kind shall be displayed on any lot without express permission of the Grandin Development Corporation or its assigns.

11. No animals or fowl shall be kept or maintained on said land except customary household pets.

12. A speed of not more than 5 miles per hour shall be maintained on Clearwater Lake and on the canal connecting the lakes. Water skiing shall be allowed only on Grandin Lake.

13. Grandin Development Corporation excepts and reserves for itself, its successors, assigns and licensees, an easement for the purpose of installing and servicing electric and telephone lines, poles and supports incident thereto, and gas and water mains, over and upon said land, and the Grantee or Grantees or their successors in title waive all rights for damages caused by any installation, construction or service unless such damages are caused by willful negligence, and reserves the right to go upon said land for such purposes.

14. Grandin Development Corporation excepts and reserves for itself, its successors, assigns and licensees, an easement to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land.

15. No noxious or offensive trade or activity shall be

carried on on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

16. Grandin Development Corporation reserves the right from time to time to amend, alter, or enlarge upon any and all of the restrictions contained herein. They shall not, however, alter or enlarge upon these restrictions so as to affect any specific lot wherein plans have been accepted or actual construction has been commenced in conformity with existing restrictions.

17. With the exceptions as noted in Number 16, these restrictions may not be changed, altered or amended until January 1, 1963, after which time they may be changed or amended by a vote of 2/3 of the property owners of Grandin Lake Shores.

18. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators and assigns; and if the parties hereto, or any of them, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall then be lawful for any person or persons owning any such lots in the subdivision in which this said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. Reasonable attorney's fees, plus Court costs, for the party or parties seeking to enforce such restriction or covenant in a proceeding at law or in equity shall be taxed against the party or parties violating such restriction or covenant, and shall become a lien upon their property. Any invalidation of any one of these covenants or restrictions shall in no wise affect any other of the provisions thereof which shall thereafter remain in full force and effect.

19. Each lot sold in Grandin Lake Shores shall automatically become subject to an annual charge of \$20.00 which Buyer agrees to pay to Grandin Development Corporation, its successors and assigns, annually on the 1st day of March in each year hereafter for the maintenance and upkeep of the various "Community Areas", Beaches, etc., as shown on a plat of the subdivision, irrespective of whether the privileges of using said areas are exercised or not.

Any such Buyer, in accepting title and ownership of any lot or lots in said subdivision, covenants and agrees that the use of any of the above mentioned areas shall be subject to approval of Buyer for membership in Grandin Shores Association, as herein provided, and to compliance with all rules and regulations from time to time promulgated by Grandin Shores Association. Buyer as aforesaid further agrees that the charges as herein set forth shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands described herein, the grantee thereof and each and every successive owner and/or owners shall, from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Grandin Development Corporation, its successors and assigns, all charges, past and/or future, as provided for in and in strict accordance with, the terms and provisions hereof.

Signed, sealed and delivered in the presence of:

John W. Booth
Barbara F. Steiner

GRANDIN DEVELOPMENT CORPORATION

By Harold C. Burch
Its 1st Vice President

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harold C. Burch, to me known to be the person described as 1st Vice President of Grandin Development Corporation in and who executed the foregoing instrument, and acknowledged before me that that person executed the foregoing instrument in the name of and on behalf of that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, 1960.



Barbara F. Lager
Notary Public, State of Florida
at Large

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires May 23, 1961
Bonded by American Surety Co. of N. Y.

A 29853

1:14 P. 11 MAR '60
FILED AND RECORDED IN PUBLIC
RECORDS OF PUTNAM COUNTY, FLA.
Carl ...
CLERK OF CIRCUIT COURT

