

A PORTION OF GOV'T. LOT 1, SEC. 15, T.

16.S., P.33E, GOV'T LOT 2, SEC.14,T.16.S.,
P.33E, *A RESUB. OF PART OF BAY
WOOD SUB., AS RECORDED IN MAP
BOOK 23, PAGES 18, PUBLIC RECORDS
OF VOLUSIA COUNTY, FLORIDA &
PART, AS RECORDED IN MAP BOOK
11, PAGE 91, PUBLIC RECORDS OF
VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

[illegible]

We further certify that we have caused a survey and report to be made of said lands as shown herein and that the same is correct to the best of our knowledge and belief and we do hereby dedicate to public use any and all streets, avenues, alleys, drives, boulevards, grades and other thoroughfares and we do hereby file this plat for public record.

WITNESS E. J. Bontoni

WITNESS E. J. Bontoni

WITNESS Paul Schick

WITNESS Paul Schick

WITNESS Raymond Schick

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid, to take acknowledgments, personally appeared, N. A. Dodge, Jr. and E. C. Dillon, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. Witness, my hand and official seal in the County and State last aforesaid this 30th day of August, A.D. 1952.

My commission expires March 10 1955 —

Approved by the board of County Commissioners of Volusia
County, Florida.

Attest _____
Date _____

by Tien S. Chen
CHAIRMAN

Filed for record by the office of the Clerk of the Circuit Court of Volusia County, Florida.

Date _____ by _____

SURVEYORS CERTIFICATE:

I hereby certify that the foregoing plat is correct and true representation of the land surveyed, and that permanent reference monuments have been placed as required by the Survey laws of the State of Florida.

1102. J. V. Rife
Registered Surveyor #669

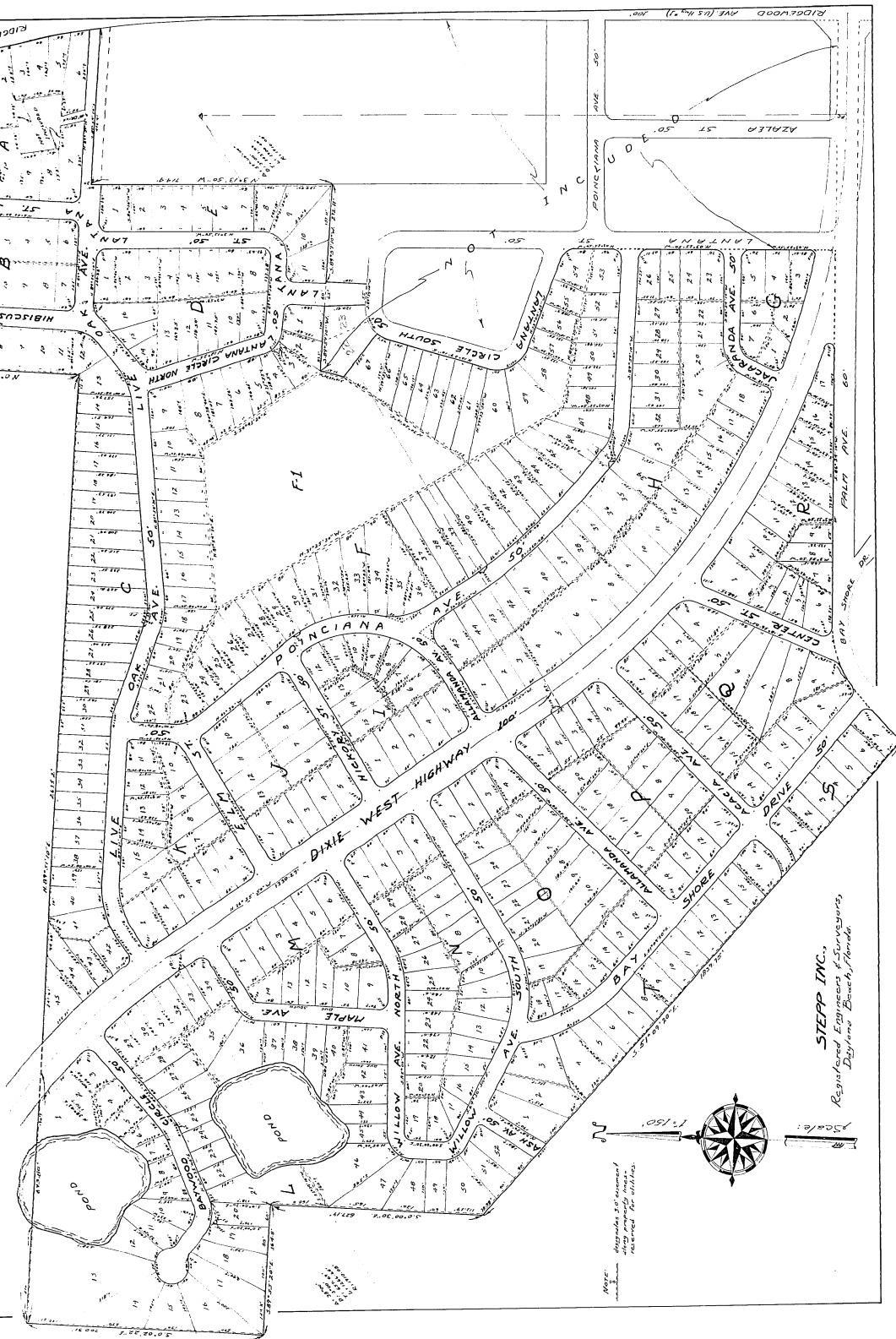
STEPP INC.,
Registered Engineers & Surveyors,
Daytona Beach, Florida

SHEET 1 OF 2 SHEETS

PALEWAT

SHEET 2 OF 2

MAP BOOK 13 PAGE 15



Note:
Boundaries shown are
based on the survey.



STEPH INC.,
Registered Engineers & Surveyors,
Daytona Beach, Florida.

PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)
) SS.
 COUNTY OF VOLUSIA)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned is the owner of Lots One (1) through Twenty-two (22), inclusive, Block One (1); all of Blocks Two (2), Three (3), Four (4); Lots Seventeen (17) through Twenty-three (23), inclusive, Block Five (5); and Lots Two (2) and Three (3), Block Fifteen (15), all located in Baywood, a subdivision in Volusia County, Florida, and is desirous of placing proper restrictions on said lots;

THEREFORE, THESE PRESENTS WITNESSETH, the following restrictions are hereby placed on said lots:

(1) All lots in the subdivision shall be known and described as residential lots except Lots One (1) through Twenty-two (22) inclusive, Block One (1); Lots One (1), Two (2), Three (3), Twenty-two (22), Twenty-three (23), Twenty-four (24), Block Two (2); and Lots Twenty (20) and Twenty-one (21), Block Three (3), which are hereby designated for residential or commercial use. Structures erected on commercial lots are subject to all construction requirements contained in these Covenants which pertain to residential lots.

(2) No residence building with less than 575 square feet of ground floor space (exclusive of open porches) shall be erected or placed on any lot in this addition. Such building shall be on a solid stone, brick or concrete foundation. The following exterior wall construction types are permitted: Drop siding of wood, aluminum, steel or porcelain-on-steel; rock, brick, concrete or cement block, tile or stucco; wooden or asbestos shingles. Exposed wood, metal, or concrete exterior walls shall be covered with at least two coats of water-proof paint. Roof shall be covered with shingles of wood, asphalt, asbestos, composition, slate or tile, except flat-type of roof construction, when built-up asphalt or tar-and-gravel type of material shall be permitted. Rubberoid and roll-type roofing are not permitted. Construction of buildings shall be completed within six (6) months from date of beginning.

(3) Not more than one residential dwelling shall be erected on any lot. All buildings shall be placed at least twenty-five (25) feet back from the front line of said lots (open porches and bay windows excepted) and at least five (5) feet from side property line. Any detached garage or separate secondary structure shall not be less than sixty (60) feet back from front lot line.

(4) Any frame shed or building other than the main structure shall have same quality outside wall finish and roof as that prescribed for residence in Section 2 hereof. No such buildings can be made of unsightly material or boxes or similar lumber. No outside toilets shall be permitted.

(5) No tent, trailer, house-car, shack, nor other unsightly outbuilding shall be placed on said lot nor used as a dwelling at any time.

(6) No sod, earth, sand, gravel, stone or trees shall be removed to the injury of the value of or appearance of any lot.

(7) No unused building material, junk, or rubbish shall be left exposed on said lot except during actual building operations.

(8) No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

(9) The privilege is hereby reserved to the seller, his heirs, representatives and assigns, to erect electric light and telephone poles and suitable equipment for any other utilities, and to lay water and gas mains on or in the rear six feet of land hereby conveyed or on or in a five-foot strip along the side lines thereof, when necessary to gain access to the six-foot strip reserved along the rear lot lines for utility purposes, and for such purposes as to repair, remove or replace poles, equipment and mains.

Page 2
Protective Covenants and Restrictions

(10) The seller reserves the right to enter upon said premises (before the same is conveyed by deed) for the purpose of cutting grass, removing debris, or filling in or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller.

(11) No swine may be kept on any lot. No offensive trade or activity shall be carried on or anything done that may become a nuisance or annoyance to the neighborhood.

(12) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots is agreed to change the said covenants in whole or in part.

(13) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated in said development or subdivision above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages or other dues for such violation.

(14) Invalidity 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.

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 27th day of October, 1953.

N. P. DODGE CORPORATION

Signed and acknowledged
in the presence of

Rose Schick
R. W. Kennedy Jr.

By N. P. Dodge, Jr.
N. P. Dodge, Jr., President

Elizabeth C. Dillon
Elizabeth C. Dillon, Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On the 27th day of October, 1953, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared N. P. Dodge, Jr., and Elizabeth C. Dillon, who are personally known to me to be the President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed hereto by its authority.

Witness my hand and notarial seal on the day and year last above written.

My commission expires March 10, 1955.



FILED THIS 8 DAY OF December
A. H. 1953 AT 11:30 O'CLOCK A.M.
BOOK 273 PAGE 600 RECORD VERIFIED
JAMES MATHIAS, CLERK, CIRCUIT COURT
WOLFE COUNTY, FLORIDA
By James Mathias CLERK

18857

PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)
) SS.
 COUNTY OF VOLUSIA)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned is the owner of all lots in Baywood Replat, a subdivision in Volusia County, Florida, and is desirous of placing proper restrictions on said lots;

THEREFORE, THESE PRESENTS WITNESSETH, the following restrictions are hereby placed on said lots:

(1) All lots in the subdivision shall be known and described as residential lots except those contained in Blocks A, G and I and except those having frontage on Dixie West Highway, which are hereby designated for residential or commercial use.

(2) No residence building with less than 700 square feet of ground floor space shall be erected or placed on any lot in this addition. Such building shall be on a solid stone, brick or concrete foundation. The following exterior wall construction types are permitted: Drop siding of wood, aluminum, steel or porcelain-on-steel; rock, brick, concrete or cement block, tile or stucco; wooden or asbestos shingles. Exposed wood, metal, or concrete exterior walls shall be covered with at least two coats of water-proof paint. Roof shall be covered with shingles of wood, asphalt, asbestos, composition, slate or tile, except flat-type of roof construction, when built-up asphalt or tar-and-gravel type of material shall be permitted. Rubberoid and roll-type roofing are not permitted. Construction of buildings shall be completed within six (6) months from date of beginning.

(3) Not more than one residential dwelling shall be erected on any lot. All buildings shall be placed at least twenty-five (25) feet back from the front line of said lots (open porches and bay windows excepted) and at least five (5) feet from side property line. Any detached garage or separate secondary structure shall not be less than sixty (60) feet back from front lot line.

(4) Any frame shed or building other than the main structure shall have same quality outside wall finish and roof as that prescribed for residence in Section 2 hereof. No such buildings can be made of unsightly material or boxes or similar lumber. No outside toilets shall be permitted.

(5) No tent, trailer, house-car, shack, nor other unsightly outbuilding shall be placed on said lot nor used as a dwelling at any time.

(6) No sod, earth, sand, gravel, stone or trees shall be removed to the injury of the value of or appearance of any lot.

(7) No unused building material, junk, or rubbish shall be left exposed on said lot except during actual building operations.

(8) No wornout or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the addition and no portion thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

(9) Easements as shown on the recorded plat for the installation, repair and maintenance of public utilities and for surface drainage are hereby reserved and dedicated for public use. A strip of five feet along the side lines of all lots, to be used when necessary to gain access to said easements, is hereby reserved for the above purposes.

(10) The seller reserves the right to enter upon said premises (before the same is conveyed by deed) for the purpose of cutting grass, removing debris, or filling in or for any purpose to improve the appearance of said premises as it may seem necessary in the opinion of the seller.

(11) No swine may be kept on any lot. No offensive trade or activity shall be carried on or anything done that may become a nuisance or annoyance to the neighborhood.

Protective Covenants and Restrictions

(12) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(13) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other persons or person owning any real property situated in said development or subdivision above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him from so doing or to recover damages or other dues for such violation.

(14) 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.

IN WITNESS WHEREOF, the N. P. Dodge Corporation has caused its corporate name to be hereunto subscribed and its corporate seal hereunto affixed by N. P. Dodge, Jr., its President, and Elizabeth C. Dillon, its Secretary, thereunto duly authorized by resolution of its Board of Directors, this 11th day of October 1954.

N. P. DODGE CORPORATION

Signed and acknowledged
in the presence of

By

N. P. Dodge, Jr., President

Elizabeth C. Dillon, Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On the 11th day of October, 1954, before me the undersigned, a Notary Public in and for the State of Nebraska and County of Douglas, personally appeared N. P. Dodge, Jr., and Elizabeth C. Dillon, who are personally known to me to be the President and Secretary, respectively, of the N. P. Dodge Corporation and they severally acknowledged their signatures to be their voluntary act for themselves and as officers of the above named corporation and that the corporate seal of said corporation has been affixed hereto by its authority.

Witness my hand and notarial seal on the day and year last above written.

Notary Public



My Commission Expires March 10, 1955.

FILED THIS 22 DAY OF October
A.D. 1954 AT 2:15 P.M.
AND RECORDED IN
BOOK 515 PAGE 395 RECORD VERIFIED
JESS MATHIAS CLERK, CIRCUIT COURT
VOLusia COUNTY, FLORIDA
BY Jean Cornwall DEPUTY CLERK

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