

100

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR
BRADSHAW ESTATES

OFFICIAL RECORDS
1756

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (referred to in this instrument as the "Protective Covenants"), is made by WOODLAND III, a partnership existing under the laws of Florida, (referred to in this instrument as the "Developer"), the owner of the real property subject to these Protective Covenants, which property is described with more particularly as:

Lots 1-29 of BRADSHAW ESTATES SUBDIVISION, a subdivision as per the plat thereof filed at Plat Book 2, page 78, of the Public Records of Hamilton County, Florida.

NOW THEREFORE, in consideration of the premises and the covenants contained in this instrument, the Developer hereby declares that the Property will be owned, held, used, transferred, sold, conveyed, demise and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in this instrument. These Protective Covenants are a covenant running with the Property and are binding on the Developer and on all persons deraining title through the Developer. These restrictions and Protective Covenants, during their lifetime, are for the benefit of and are a limitation on all present and future owners of the Property. The provisions of these Protective Covenants are in addition to and not in lieu of any present or future, State, County, or other governmental policies or ordinances affecting land use and other matters. All owners of the Property agree and covenant to each other to abide by all such ordinances and policies. The Developer reserves the right to amend these covenants and restrictions for the purpose of curing any scrivener's error, ambiguity or inconsistencies.

1. These Protective Covenants are to run with the Property and are binding on all persons claiming an interest in the Property until January 1, 2000. Thereafter, these Protective Covenants will be automatically extended for successive periods of ten (10) years with any changes and modifications, if any, as approved by the owners. To be effective, such approval must be evidenced by the recording of an instrument placed on public record of Hamilton County, Florida and executed by owners representing the ownership of not less than 75% of the original acreage covered by these Protective Covenants.

2. If anyone violates any of the Protective Covenants contained in this instrument, then the owner of any portion of the Property can enforce these Protective Covenants.

3. No permanent dwelling is permitted which has a ground floor area, exclusive of open porches or garages, of less than Seven Hundred Twenty (720) square feet. Mobile homes will be allowed provided they are less than two (2) years old (age shall be defined as 2 years from original titling and setup date) when placed on the lot and provided they meet the size requirement of 720 square feet as required above. All mobile homes must be underskirted within six months of being placed on the property and must be set up and maintained in a neat and orderly fashion.

4. Trash, junk, garbage and abandoned automobiles may be removed from any lot at the sole expense of the owner of the lot, if not removed by the owner within thirty (30) days of receipt of written notice mailed to the owner by certified or registered mail.

5. Travel trailers, campers, motor homes and tents are not permitted to remain on any lot permanently, but may be used temporarily; (not to exceed seven (7) days in any consecutive thirty (30) day period), however, an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his land. All camping must comply with applicable State and local ordinances. The foregoing notwithstanding, camping on a lot in a motor home or camper for up to one hundred eighty (180) days in any three hundred sixty-five (365) day period is permitted if the lot is serviced by a well, septic tank and electrical power, and the motor home or camper is of good quality and appearance.

6. No trade or business, nor any noxious or offensive activity, shall be carried on upon the Property in any way that is or may become an annoyance or nuisance to the other owners of the subject property.

7. A landowner may fence his land along his boundary lines. A landowner may graze cows, horses, goats, etc., only if the animals do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens are not allowed within one hundred and fifty (150) feet of any County roads or if they would disturb the peaceful enjoyment of nearby landowners.

8. No hunting or discharge of firearms is permitted upon the Property.

9. In the event of a violation or breach of any item within this Declaration by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the owner of any lot located on the Property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

10. The Developer reserves an assignable right to place a twenty (20) foot easement (being ten (10) feet on each side of all side lot lines) for the purpose of drainage and public utilities and a twenty (20) foot easement along the rear and front lot lines, including without limitation a twenty (20) foot easement for the aforesaid purpose along all County roadways. The owner of any lands covered by these Restrictions shall refrain from obstructing the natural drainage of the lands herein and shall keep any natural drainage ways as may exist on said lands clear. The Developer, or his assigns, reserves the right to enter upon the lands covered by these Restrictions, without cost or liability to the owner, to construct thereon channels and/or other drainage accessories in accordance with sound engineering practices, to enhance the drainage of the lands covered herein.

11. Hamilton County will not be responsible for construction of ingress/egress ramps or installation of culverts, nor construction of drives in BRADSHAW ESTATES.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein-described, has been executed by the Developer named on the first page on the 8th day of August, 1988.

Signed, sealed and delivered in our presence as witnesses:

WOODLAND III, a partnership existing under the laws of Florida

Amy M. Wessels
Dennis G. Lee

BY: Dennis G. Lee
DENNIS G. LEE, as partner

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last aforesaid, personally appeared DENNIS G. LEE, a partner in WOODLAND III, a partnership existing under the laws of Florida, well known to me to be the person who executed the foregoing instrument and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily on behalf of the corporation.

WITNESS my hand and seal this 8th day of August, 1988.

Amy M. Wessels
Notary Public, State of Florida.

My Commission Expires: 10/22/90

This instrument was prepared by:
Dennis G. Lee, as partner
P. O. Box 1776
Gainesville, Florida 32602

FILE NO. 1756
RECORDED IN
BOOK 231 PAGE 260-261

1988 AUG 18 PM 3:44

RECORD V.L. [Signature]
Alice Jones
CLERK OF CIRCUIT COURT
HAMILTON COUNTY FLORIDA

Florida Woodland Inc.
P.O. Box 1776
Gainesville, Fla. 32602

DEED: Record

Consid.

MTG: Record

D.O.C.

Intg.

10.50

bde.res