

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR

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This Declaration of Restrictions and Protective Covenants for FOX HOLLOW SUBDIVISION (hereinafter referred to as the "Protective Covenants") is made this 2nd day of OCTOBER, 1979, by FOX HOLLOW, INC., (hereinafter referred to as "Fox Hollow") the owner of the real property subject to these Protective Covenants, said real property being referred to as "Fox Hollow Subdivision" or "Fox Hollow," and being described with more particularity on the attached Exhibit "A", which is by this reference incorporated herein and made a part hereof;

WHEREAS, Fox Hollow, Inc., is the Owner in fee simple of the real property described on Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of the premises and covenants herein contained, Fox Hollow hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the understanding and upon all persons deraining 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.

THE FOLLOWING LAND USE COVENANTS & RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until January 1, 2000, at which time these 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 said covenants in whole or in part by written instrument duly recorded in the Public Records of Hamilton County, Florida to wit:

A. No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garage, of less than 500 square feet. Mobile homes used as permanent dwellings shall be permitted providing they are maintained in a neat and orderly fashion. Skirting, underpinning, shall be required within 3 months along with landscaping.

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

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C. Travel trailers, campers, motor homes, shall be allowed for recreational use providing they are kept in a neat and orderly fashion. Tents and other recreational shelter shall be allowed for weekend or temporary use but may not be allowed to remain on any lot permanently, nor shall they remain on any lot if they become a nuisance or annoyance to the development.

D. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

E. The landowner may fence his land along his boundary lines and graze cows, horses, goats, etc., providing they do not create a nuisance to the neighboring property. Pigs, chicken barns, or animal pens shall not be allowed within 150 feet of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by actions or number, shall not create a nuisance to the neighbors in the development.

F. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision.

G. No more than two residential dwellings per lot shall be allowed.

H. The Developer expressly reserves the right to form a Home Owner's Association or other legal entity to maintain the roads. At such time all owner's in the development shall become members of said association.

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I. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdividers, or by virtue of any judicial proceedings, 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. In addition to the foregoing right, the subdividers shall have the right whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

J. Portions of this development are in a flood prone area. It is suggested that all permanent structures be built above the record high water mark as determined in April of 1973.

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IN WITNESS WHEREOF the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the 5th day of October, A.D. 1979.

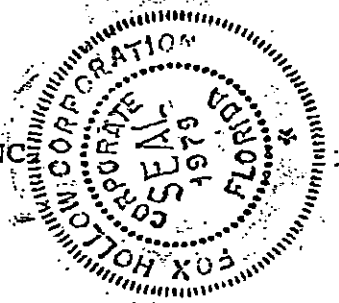
FOX HOLLOW, INC.

Signed, sealed, and delivered in
the presence of:

Laura Bosch
Mary W. Shaner

By

J. M. Kunde
President



STATE OF FLORIDA

COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared J. M. KUNDE, well known to me to be the President of FOX HOLLOW, INC., a corporation, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of October, A.D. 1979.

Elizabeth F. Shaner
Notary Public

Notary Public, State of Florida At Large
My Commission Expires Jan. 8, 1982
Bonded By Reserve Insurance Co.

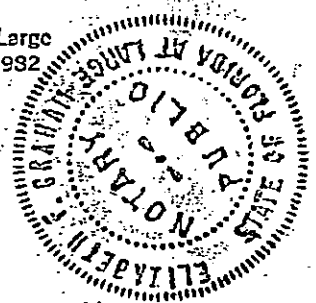


EXHIBIT "A"

OFFICIAL RECORDS

The land referred to in the Declaration of Restrictions and Protective Covenants for Fox Hollow is situated in the County of Hamilton, State of Florida and is described as follows:

A part of the W 1/2 of Section 7, Township 2 North, Range 13 East, Hamilton County, Florida, being more particularly described as follows: Commence at the NW corner of the SW 1/4 of said Section 7 and run thence N.00°10'14" W., along the West boundary of said Section, 16.04 feet to the Point of Beginning, thence N.61°30'00" E. 468.42 feet, thence S. 31°36'27" E. 746.47 feet, thence N. 67°08'39" E. 795.96 feet to the beginning of a curve, concave Southeasterly and having a radius of 1083.43 feet, thence Northeasterly along the arc of said curve through a central angle of 07°18'48" an arc distance of 138.29 feet, said arc being subtended by a chord having a bearing and distance of No. 70°38'03" E., 131.90 feet, thence N. 00°23'42" W. 664.75 feet, thence S. 88°35'48" W., 331.72 feet, thence N.00°21'14" W. 1993.35 feet to the North boundary of said Section 7, thence S.88°32'03" W., along said North boundary 1319.98 feet to the NW corner of said Section, thence S. 00°10'14" E. along the West boundary of said Section 2641.46 feet to the P.O.B.

FILE NO. 6197
RECORDED IN
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Alice Jones
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA

