

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
LANDS KNOWN AS HICKORY HILLS ESTATES

This Declaration of Restrictions and Protective Covenants for lands known as HICKORY HILLS ESTATES, an unrecorded map, (hereinafter referred to as the "Protective Covenants"), is made this 13th day of July, 1985 by HICKORY HILLS COMPANY, the owner of the real property subject to these Protective Covenants, said real property being described with more particularity on the attached Exhibit "A", which is incorporated herein and made a part hereof.

WHEREAS, HICKORY HILLS COMPANY 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, Hickory Hills Company hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demise 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 all persons designating 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, and of any portion thereof.

THE FOLLOWING LAND USE COVENANTS AND RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL OWNERS AND
PURCHASERS OF ANY PARCEL CONTAINED IN THE ABOVE-DESCRIBED REAL PROPERTY

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all owners of any parcel of land which is part of the above-described real property until January 1, 2005, 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 land, 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:

I. No parcel or portion of the above-described real property shall be used except for residential purposes or gardening and landscaping incident thereto.

II. Only one dwelling, meaning mobile home, modular home or building for residential purposes, shall be erected or placed on any 2 1/2 acre portion of the above-described real property. This limitation shall not restrict the erection or placing of a building for parking of a resident's personal motor vehicles, a storage building for personal equipment or tools, or a barn or pet shelter.

III. No dwelling shall be permitted on any portion of the above-described property unless it shall contain, exclusive of open porches and garages, not less than 720 square feet.

IV. Residents of any portion of the above-described real property may keep pets or other livestock for personal use, provided they are not kept, bred or maintained for any commercial purpose.

V. No noxious or offensive activity, including dumping of rubbish, leaving of junk or abandoned motor vehicles, garbage or waste, or any nuisance, shall be carried on upon any portion of the above-described property.

IN THE EVENT OF A BREACH of any of the above restrictions by any person or other entity claiming by, through or under Hickory Hills Company, or by virtue of any judicial proceedings, then any other person owning any

interest in any portion of the above-described real property shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the breach of any restriction. This right shall be in addition to the right of Hickory Hills Company, its successors and assigns, to enforce these covenants and restrictions. Hickory Hills Company and its successors and assigns shall have the additional right, whenever there has been built on any portion of the above-described real property, 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 or purchaser and such entry or abatement shall not be deemed a trespass. Failure to enforce any rights, reservations, or conditions contained herein 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.

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 hereunto authorized, this 13th day of July, 1985.

Signed, sealed and delivered
in the presence of:

Walter L. Ratliff
Valerie A. Jones

HICKORY HILLS COMPANY

BY: Ronald H. Ratliff
RONALD H. RATLIFF, PRESIDENT

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF HAMILTON) S.S.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD H. RATLIFF, well known to me to be the President of HICKORY HILLS COMPANY, a corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him 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 13th day of July, 1985 A.D.

Walter L. Ratliff
NOTARY PUBLIC
State of Florida at Large
My Commission Expires May 15, 1989
Notary Public State of Florida
My Commission Expires May 15, 1989
Revised This Day July 2, 1985, Rev.

This instrument prepared by:

RONALD H. RATLIFF
HICKORY HILLS COMPANY
P.O. Box 1146
Jasper, Florida 32052

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the East Half (E 1/2) of the East Half (1/2) of Section Thirty Four (34) and that portion of the West Half (1/2) of Section Thirty-Five (35), Township Two (2) North, Range Twelve (12) East, lying East of the right-of-way of County Road No. 141 and South of the right-of-way of County Road No. 146, Hamilton County, Florida

ALSO:

That portion of the East Half (E 1/2) of Section Three (3), Township One (1) North, Range Twelve (12) East, lying North and East of the right-of-way of County Graded road, Hamilton County, Florida.

LESS AND EXCEPT the following:

LESS AND EXCEPT:

A tract of land in Section 35, Township 2 North, Range 12 East, Hamilton County, Florida, more particular described as follows: Commence at the intersection of the centerline of County Road No. 141 and County Road No. 146 run thence South 86 degrees 46 minutes 39 seconds East along said centerline of County Road No. 146 1036.17 feet to the Point of Curve (centerline station 30 + 36.17) thence in a Southeasterly direction along said centerline 1411.67 feet to Point of Tangent (centerline station 44 + 47.84) thence South 67 degrees 39 minutes 33 seconds East along said centerline 171.46 feet; thence South 19 degrees 08 minutes 27 seconds West 40.06 feet to the Southerly Right-of-Way line of said County Road No. 146 to Point of Beginning; thence continue South 19 degrees 08 minutes 27 seconds West 227.40 feet; thence North 51 degrees 58 minutes 33 seconds West 231.70 feet; thence South 19 degrees 08 minutes 27 seconds West 516.52 feet; thence South 79 degrees 51 minutes 33 seconds East 697.19 feet; thence North 15 degrees 10 minutes 27 seconds East 537.10 feet to said Southerly Right-of-Way line of County Road No. 146; thence North 67 degrees 39 minutes 33 seconds West along said Southerly Right-of-Way line 432.05 feet to Point of Beginning.

LESS AND EXCEPT:

A tract of land in Section 35, Township 2 North, Range 12 East, Hamilton County, Florida, more particular described as follows: Commence at the intersection of the centerline of County Road No. 141 and County Road No. 146 run thence South 86 degrees 46 minutes 39 seconds East along said centerline of County Road No. 146 1036.17 feet to Point of Curve (centerline station 30 + 36.17) thence in a Southeasterly direction along said centerline 1411.67 feet to Point of Tangent (centerline station 44 + 47.84) thence South 22 degrees 20 minutes 27 seconds West 40.00 feet to the Southerly Right-of-Way line of said County Road No. 146; thence a chord bearing of North 67 degrees 53 minutes 33 seconds West 56.24 feet to Point of Beginning; thence South 27 degrees 26 minutes 27 seconds West 279.20 feet; thence North 69 degrees 47 minutes 33 seconds West 309.08 feet; thence South 25 degrees 12 minutes 27 seconds West 98.15 feet; thence South 69 degrees 47 minutes 33 seconds East 370.50 feet; thence North 19 degrees 08 minutes 27 seconds East 209.87 feet; thence South 51 degrees 58 minutes 33 seconds East 231.70 feet; thence North 19 degrees 08 minutes 27 seconds East 227.40 feet to said Southerly Right-of-Way line of County Road No. 146; thence North 67 degrees 39 minutes 33 seconds West along said Right-of-Way line 173.70 feet to a point which is 40 feet south of P. T. of Curve; thence a chord bearing of North 67 degrees 53 minutes 33 seconds West 56.24 feet to Point of Beginning.

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OFFICIAL RECORDS

EXHIBIT "A"
LEGAL DESCRIPTION
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LESS AND EXCEPT:

A tract of land in Section 35, Township 2 North, Range 12 East, Hamilton County, Florida, more particular described as follows: Commence at the intersection of the centerline of County Road No. 141 and County Road No. 146 run South 86 degrees 46 minutes 37 seconds East along centerline of said County Road No. 146 1036.17 feet to P. C. of curve (centerline station 30 + 36.17); thence in a Southeasterly direction along said centerline 1355.43 feet; thence South 27 degrees 26 minutes 27 seconds West 40.3 feet to the Southerly Right-of-Way line of said County Road No. 146 to Point Of Beginning; thence continue South 27 degrees 26 minutes 27 seconds West 279.20 feet; thence North 69 degrees 47 minutes 33 seconds West 309.08 feet; thence North 25 degrees 12 minutes 27 seconds East 270.03 feet to said Southerly Right-of-Way line of County Road No. 146; thence a chord bearing of South 69 degrees 47 minutes 33 seconds East an arc distance of 320.04 feet to Point Of Beginning.

LESS AND EXCEPT:

Commence at the Southeast corner of Section 34, Township 2 North, Range 12 East, Hamilton County, Florida; Thence run North 50 degrees 49 minutes 28 seconds West 353.67 feet for the Point of Beginning; Thence continue North 50 degrees 49 minutes 28 seconds West 340.69 feet; Thence run North 00 degrees 50 minutes 22 seconds West 746.25 feet to the South Right-of-Way line of County-146; Thence run South 81 degrees 46 minutes 39 seconds East along the South Right-of-Way line 194.50 feet to the P.C. of curve; Thence run Easterly along the Arc of Curve 69.79 feet; Thence run South 00 degrees 50 minutes 22 seconds East 923.26 feet back to the Point of Beginning; containing 5.001 Acres More or Less.

CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA

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OFFICIAL RECORDS

