

OFFICIAL RECORDS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
HOLLY POINT SUBDIVISION

1538

This Declaration of Restrictions and Protective Covenants for Holly Point Subdivision, a subdivision as per the plat thereof filed at Plat Book 2, Page 49 of the Public Records of Hamilton County, Florida, (hereinafter referred to as the "Protective Covenants") is made this 6 day of OCTOBER, 1980 by CHAPLIN PROPERTIES, INC., a Florida Corporation, hereinafter referred to as the "Developer", the owner of said real property subject to these Protective Covenants, said real property being referred to as "Holly Point Subdivision" or "Holly Point";

WHEREAS, the Developer is the owner in fee simple of the real property described above, and intends to develop all or portions thereof as part of a subdivision to be known as Holly Point Subdivision;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property (all of Holly Point Subdivision) 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 undersigned and upon all persons derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of the real property.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or part.

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2. If the parties hereto, or any of them or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to enforce these Protective Covenants.

3. No trade or business, and no noxious or offensive activity shall be carried on upon the herein described property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of nearby property.

4. Animals shall not be kept or maintained upon the herein described real property which, by actions or number, may be or may become a nuisance or annoyance to the owners of nearby property.

5. No hunting or discharge of firearms shall be permitted upon the herein described property.

6. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily. However, a lot owner with a permanent residential dwelling on his lot may park a travel trailer or motor home on the lot.

7. Trash, junk, garbage and abandoned automobiles shall be removed from any lot at the expense of the owner, if not removed by the owner within thirty (30) days of notice from the developer or his agent sent to the lot owner by registered or certified mail to the owner's last known address.

8. Permanent dwellings shall have a ground floor area of at least 720 square feet, exclusive of open porches, carports or garages. All construction shall be of new or quality material and must be completed within a reasonable period of time. All improvements to the property shall be done and maintained in a neat and attractive manner; i.e., fences, barns, stalls, etc.

9. Mobile homes shall be permitted, provided they are new (first time set up) when placed upon the lot, and have a ground floor area of at least 720 square feet, exclusive of open porches, carports and garages. All mobile homes must be fully underskirted, and set up and maintained in a neat and orderly fashion.

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10. Prior to the construction or set up of any dwelling, whether conventional or mobile homes, the lot owner must receive written authorization of compliance with these Protective Covenants from the Developer or his agent, which authorization shall not be unreasonably withheld. Failure of the Developer to respond to a written request for such authorization within thirty (30) days shall be deemed to be a waiver of this requirement for the lot owner to receive such authorization.

11. Portions of the herein described real property 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, 1973.

12. In the event of a violation or breach of any of these Protective Covenants 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 herein described real 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. In addition to the foregoing right, the Developer 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, 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

13. The Developer hereby grants to all owners of lots located within the real property herein described, and their heirs, successors and assigns, a perpetual, nonexclusive easement over and across the twenty foot (20') public utilities easements located between lots 32 and 33, between lots 34 and 35,

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and between lots 36 and 37 of Holly Point Subdivision, as shown on the plat thereof, to be used for the sole and limited purpose of a footpath to provide access from Meadow Drive to the one hundred twenty foot (120') private recreational easement located at the easternmost part of the subdivision. No vehicular traffic of any type shall be permitted on the easement herein granted.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for Holly Point Subdivision has been signed by the Developer named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

CHAPLIN PROPERTIES, INC.

Asia Story Chapman
Nancy Daniels
(CORPORATE SEAL)

BY: Dennis G. Lee
Dennis G. Lee, As President

ATTEST: Dennis G. Lee
As Secretary
Asst.

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 DENNIS G. LEE and Asia Story Chapman, well known to me to be the President and Asst. Sec., respectively, of the corporation named herein, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them 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 6 day of OCT., 1980.

Asia Story Chapman
Notary Public, State of Florida
at Large.
My Commission Expires: 2-12-83

This instrument prepared by:
STEPHEN A. SCOTT, ESQUIRE
Post Office Box 1553
Gainesville, Florida 32602.

FILE NO. 1538
RECORDED IN
BOOK 149 PAGE 666-69

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Oliver Lewis
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA