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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, David H. Goolsby and Marie Goolsby, his wife, being the owners of all the real property described in Mill Creek Estates East, a subdivision in Section 22, Township 1 North, Range 13 East, Hamilton County, Florida, according to the plat thereof recorded in Plat Book 2, page 114, public records of Hamilton County, Florida, make the following Declaration of Restrictions covering the property described in said subdivision, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraigning 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.

This Instrument Was Prepared By:
JOHN H. MCCORMICK
Attorney at Law
Jasper, Florida

1. At all times herein, the word "dwelling" shall mean any building or structure used or intended to be used for habitation by human beings and shall include a "double wide mobile home", "modular home", and "manufactured home"; but, the word "dwelling", as used herein, shall not mean or include the following:

- (a) Any "tent" or "tent type travel trailer", including a "travel trailer" as defined by Section 320.01(1)(b), Florida Statutes, 1991,
- (b) Any "truck camper", as defined by Section 320.01(1)(b), Florida Statutes, 1991,
- (c) Any new or used bus body, any new or used school bus body or any new or used truck body,
- (d) Any "camping trailer", as defined by Section 320.01(1)(b), Florida Statutes, 1991,

- (e) Any "single wide" mobile home, being any mobile home less than fourteen (14) feet in width,
- (f) Any "park trailer", as defined by Section 320.01(1)(b), Florida Statutes, 1991,
- (g) Any "motorhome", as defined by Section 320.01(1)(b), Florida Statutes, 1991,
- (h) Any "private motor coach", as defined by Section 320.01(1)(b), Florida Statutes, 1991,
- (i) Any "van conversion", as defined by Section 320.01(1)(b), Florida Statutes, 1991.

2. At all times herein, the word "lot" shall mean one lot as shown on the recorded plat of said subdivision.

3. Said real property shall be used only for residential purposes, and said property shall not be used for business, commercial, amusement, charitable or manufacturing purposes. No billboards or advertising signs shall be erected or displayed on said property, except one sign of not more than nine (9) square feet showing the name of the owner or occupant, one sign of not more than thirty-five (35) square feet advertising the property for sale or rent, and such signs as may be customarily used by a builder during construction.

4. No dwelling shall be erected, installed, placed, altered, maintained or permitted to remain on any lot (meaning one entire lot as shown on the recorded plat) other than single-family dwellings and such buildings as may be incidental to single-family dwellings, such as, but not limited to, a building for the parking of motor vehicles, and a storage building for lawn and garden equipment.

5. No trade or business shall be carried on upon said property; and, no sign or signs shall be erected, installed or permitted to remain on said property advertising any trade, business or commercial activity including any sign relating to any non-profit business or organization.

6. No dwelling shall be permitted on any lot (meaning one entire lot as shown on the recorded plat) unless the same shall contain not less than 960 square feet, exclusive of open porches and garages.

7. Nothing herein contained shall prohibit the placing, installation and use of a "double wide" mobile home as a dwelling or home on said property; but, no "double wide" mobile home shall be permitted on said lands unless it is no more than five (5) years old, from the date of manufacture, when initially placed on said lands and contains not less than 960 square feet, exclusive of open porches and garages. Any "double wide" mobile home placed on said property must be underskirted and set-up and maintained in a neat and orderly manner.

8. As used herein, the words or phrase "double wide mobile home" shall mean a factory manufactured mobile home originally constructed of two or more parts or sections, and designed and intended to be joined together for occupancy and use as a dwelling or home. Two or more originally constructed "single wide" mobile homes shall not be joined or placed together on said property and shall not constitute a "double wide mobile home" within this Declaration of Restrictions. As used herein, "single wide" mobile home shall mean any mobile home less than fourteen (14) feet in width.

9. Only one dwelling may be erected, constructed, installed, placed, maintained or permitted on any one lot as shown on the recorded plat of said subdivision.

10. Any bus body, school bus body or truck body shall not be placed on said property and used either temporarily or permanently for any purpose including, but not limited to, storage purposes, or as a building or structure incidental to a dwelling.

11. Nothing herein contained shall prohibit the non-use parking of any "tent type travel trailer", "travel trailer", "truck camper", "camping trailer", "motorhome", "private motor coach" or "van conversion", all as defined in paragraph 1, above, near or adjacent to any home or dwelling on said property, provided that the same is not used, either temporarily or permanently, for living purposes or for any commercial purpose. Nothing herein contained shall prohibit the overnight or temporary parking of a school bus at or adjacent to any home or dwelling on said property, when such school bus is a current operating vehicle with current motor vehicle tag on same, owned or leased by any school system and the driver of such bus is an occupant of a home or dwelling on said property.

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12. Only new materials may be used, on the outside or exterior, in the construction of any dwelling, except that used brick may be used in such construction. Any pre-constructed house or home may be moved onto said property and used and occupied as a dwelling house or home, provided such house or home is no more than five years of age since its original construction, at the date the house or home is moved onto said property; and, the exterior of any pre-constructed house or home moved onto said property must be completed, including all exterior brick work, trim work and painting, within twelve (12) months from the date it is moved onto the property.

13. The exterior of any dwelling, or any building incidental to a dwelling as mentioned herein, must be completed within twelve (12) months from the date of commencement.

14. No dwelling, nor any building incidental to a dwelling as mentioned herein, shall be erected nearer than fifteen (15) feet to any property line.

15. The natural flow of rain water and drainage water shall not be interrupted or diverted.

16. No animals, livestock, swine or poultry of any kind shall be raised, bred, kept or permitted to remain on said property, specifically providing that hogs, goats, cattle, large wild animals, such as but not limited to lions or tigers, and large snakes such as but not limited to pythons, shall not be kept on said property either temporarily or permanently, except:

(a) A reasonable number of dogs and cats may be kept, provided they are not kept, bred or maintained for any commercial purpose;

(b) Not more than two (2) horses may be kept and maintained and permitted to remain on any part of said property that contains at least one and one-half (1.5) acres; all horses kept or permitted to remain on said property must be kept in a fenced area having at least one-half (1/2) acre per each horse within such fenced area. Sheds, barns or buildings for the housing and keeping of such horses may be constructed on said property; but, any such shed, barn or building shall be kept and maintained in a clean and sanitary manner at all times so that the same shall not cause a health hazard or a nuisance. Any shed, barn or building for the housing of any horses shall be in conformity to the appearance of the homes located on said lands and shall in no way detract from the over-all appearance of the lands.

(c) In the event that dogs, cats or horses, as aforesaid, are kept on said lands, the same shall be kept and maintained in such a way as to assure that the animals do not create a nuisance through noise, odor, insect infestation or any health hazard; the animals shall be well maintained at all times and given the best care reasonably available taking into consideration that the animals are being kept in a residential area.

17. No noxious or offensive activity shall be carried on upon said lands, nor shall anything be done on said lands that may be or may become a nuisance.

18. Said land, or any part thereof, shall not be used or maintained as a dumping ground for rubbish, junk cars, abandoned motor vehicles, trash, garbage or other waste. All cans, bins or containers for the storage or disposal of household garbage or waste shall be kept and maintained in a clean and sanitary condition and in accordance with any applicable law, statute, rule, regulation or ordinance of any governmental agency having jurisdiction over said property. So that grass and weeds are not allowed to grow to a height so as to become a safety and health hazard, all lots in said subdivision shall be mowed not less than two (2) times each year, to-wit: one time before June of each calendar year and one time after June of each calendar year; and, should the owner of any lot fail, neglect or refuse to do so, after due notice, the owner of any other lot in said subdivision may mow such lot and the owner of the lot so mowed shall be liable for the reasonable cost and expense of mowing such lot and the cost of such mowing shall be collectable from the owner of such lot in accordance with the laws of the State of Florida.

19. No fence, wall, hedge or shrub planting that obstructs sight lines so as to cause a traffic hazard at or adjacent to any roadway shall be placed or permitted to remain on said lands.

20. All septic tanks and sewage disposal shall be constructed, installed, placed and maintained in compliance with applicable laws, statutes, rules, regulations and ordinances of all governmental agencies having jurisdiction over said property.

21. All dwellings, including double wide mobile homes, shall be constructed, installed, placed and maintained in compliance with applicable laws, statutes, rules, regulations and ordinances of all governmental agencies having jurisdiction over said property.

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22. All garbage, rubbish, trash and other waste shall be disposed of in accordance with applicable laws, statutes, rules, regulations and ordinances of all governmental agencies having jurisdiction over said property.

23. Hunting of any kind or by any method, or the discharge of firearms (including "air rifles" or "BB guns"), is not allowed on any lot or lots in said subdivision or upon the right of way of any road or street as shown on the plat of said subdivision.

24. These covenants, including paragraphs 27 through 31 hereinafter, are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording same, after which time they shall be extended automatically for successive periods of ten (10) years.

25. The right of enforcing these restrictions, including paragraph 27 through 31 hereinafter, shall run to the owner or owners of any lot or lots in said subdivision. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

26. Invalidation of any one of the covenants herein contained, including paragraphs 27 through 31 hereinafter, by judgment or court order in no way shall affect any of the other provisions, which shall remain in full force and effect.

RESTRICTIONS AS TO SPECIFIC LOTS IN SAID SUBDIVISION

All of the restrictions aforesaid shall apply to Lots 15, 16, 17, 18, 21, 22, 23 and 24 of said Subdivision, but provided however, in addition to the aforesaid restrictions as provided in paragraphs 1 through 26, inclusive, the following restrictions shall specifically apply to Lots 15, 16, 17, 18, 21, 22, 23 and 24 of said Subdivision:

27. Any and all parts of the "pond", as shown on the plat of said subdivision, may be used jointly and collectively by the owners of Lots 15, 16, 17, 18, 21, 22, 23 and 24 of said Subdivision for fishing by boat, but, provided however, no such joint or collective fishing rights shall extend to the use of any dock on any said lot or to grant any rights for fishing from the bank or waters edge of any said lot. Nothing in this paragraph shall be construed to prevent or prohibit the owner of any of said lots from fishing from any dock on that owners lot or fishing from the bank or waters edge of that owners lot. "Lot owner" as used herein shall mean the actual owner of the lot and shall include the immediate family members and friends of the actual owner of a lot. The joint and collective fishing rights of lot owners in the "pond", as aforesaid, are specifically limited to the owners of Lots 15, 16, 17, 18, 21, 22, 23 and 24 of said Subdivision, and the immediate family members and friends of the owners of those said lots; and, no rights of any kind whatsoever in or to the said "pond" (including fishing rights) are granted to the owners of any other Lots in said subdivision.

28. No outboard motors or boat motors of any kind or description shall be used and operated in the "pond" as shown on said plat, except electric powered outboard motors may be used. Only one (1) boat per lot (including the lot owner, the owners family and friends, as aforesaid) shall be used for fishing in said "pond" at any one time; and, no boat in excess of sixteen (16) feet in length shall be permitted to be used in said "pond".

29. No lot owner shall construct, or be entitled to construct, more than one (1) dock per lot on and into the "pond" as shown on said plat; any dock so constructed shall be constructed in accordance with accepted engineering and building construction standards and all materials used shall be pressure treated timbers or concrete.

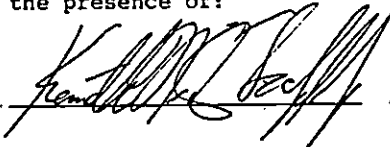
30. No fences shall be built and constructed into the "pond" as shown on said plat. No building, deck or structure of any kind, whether on pilings or floating, shall be constructed, maintained or allowed within or upon the aforesaid "pond", except a dock as provided in paragraph 29, above.

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31. Hunting of any kind or by any method, or the discharge of firearms (including "air rifles" or "BB guns"), is not allowed on or within the "pond" as shown on the plat of said subdivision. Only fishing, as aforesaid, is allowed in the "pond" as shown on the plat of said subdivision, and no commercial fishing use shall be made of the same. All such fishing shall be in accordance with the laws and statutes of the State of Florida and the rules and regulations of the Florida Game and Fresh Water Fish Commission.

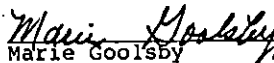
IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 3rd day of March, 1994.

Signed and sealed in the presence of:



 (SEAL)
David H. Goolsby



 (SEAL)
Marie Goolsby

Witnesses as to David H. Goolsby and Marie Goolsby

FILED AND RECORDED
DATE 03/09/94 TIME 09:44
ELAINE ROZIER CLERK
CO:HAMILTON ST:FL
RECORD VERIFIED
BY Flubare DC

STATE OF FLORIDA
COUNTY OF HAMILTON

The foregoing instrument was acknowledged, before me this 3rd day of March, 1994, by David H. Goolsby and Marie Goolsby, his wife, who are both personally known to me and each did take an oath.


NOTARY PUBLIC



DIANTHE W. SULLIVAN
MY COMMISSION # CC279540 EXPIRES
April 24, 1997
BOONED THRU TROY FARM INSURANCE, INC.