

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
MILLER PINES SUBDIVISION**

This Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for MILLER PINES Subdivision.

WHEREAS, the Developer is the owner in fee simple of the following described real property: **MILLER PINES SUBDIVISION**

A Subdivision, as more particularly described in The Plat thereof filed at Plat Book 3 Page 16 of the Public Records of Hamilton County Florida.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer 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 undersigned and upon all persons deriving title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and a limitation upon all present, or future State, County, or other governmental policies or ordinances affecting the land use and other matters. The owners agree and covenant to each other to abide by all such ordinances and policies.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until June 5, 2017. Thereafter, said Protective Covenants shall be automatically extended for successive periods of ten (10) years with such changes and modifications, if any, as shall be agreed to by the owners representing the ownership of not less than 75% of the lots covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Hamilton County, Florida executed by said owners. The Developer reserves the right to amend these Protective Covenants for the purpose of curing any scrivener's error, ambiguity or inconsistencies. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. If the parties hereto, or any of them, or their successors or assigns, shall violate any of the Protective Covenants herein, it shall be lawful for the Developer or any other person or persons owning any real property situate in said development or subdivision to enforce these Protective Covenants. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants either to restrict violation or 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.

3. Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Hamilton County Building Department. These protective covenants do not prohibit Manufactured Homes or Modular Homes to be placed on the property as a residential dwelling, provided:

- *** They have a minimum width of 12 feet.
- *** The homes must be in good condition and well maintained so as to present an attractive appearance, specifically the roof and sides must be intact with no holes exposed, no rust or damage, no broken glass and windows and doors must be in good condition. The exterior must be in good condition, well maintained and must present an attractive appearance without any exposed damages, rust, holes, rotted wood or poor condition of paint. No excessive mildew or discoloring allowed on the homes.
- *** Any Manufactured home must be underskirted and set up and maintained in a neat and orderly fashion. The skirting material is to be attractive and compliment the siding and conceal the tongue, if not removed, and any exposed areas between the base of the home and the lot. Concrete Blocks shall not be allowed for the purposes of skirting the home. Skirting must be completed within 90 days of manufactured home being placed on property.

All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a

neat and orderly manner. Prior to the construction of or set up of any dwelling the owner must receive written authorization of compliance from the developer or his agent. The Developer must respond within thirty (30) days of this written request, either accepting or rejecting the same, or approval by the Developer shall not be necessary.

4. Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed nor to remain on any lot. Each homesite area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around. These items are to be kept in a storage shed. Each property must have a storage shed for such maintenance. No property shall be without a storage shed for a period longer than 90 days per any given year.

5. Each well pump and water tank plus gas container shall be housed in attractive shelters. These shelters must be in place at all times. The pump and gas container shall not remain unsheltered for any period longer than 90 days per any given year.

6. Travel trailers, campers, motor homes and tents shall not be permitted on any lot for camping or dwelling purposes. However, an owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on their land provided the travel trailer, camper and motor homes are not occupied while on the land. In the event a building permit has been issued to an owner by the Hamilton County Building Department for construction of a home on the owner's lot in this subdivision, the owner commences construction and continues with the construction on at least a monthly basis, the owner will not be prohibited from using a travel trailer or motor home as a temporary residence while construction is being completed with a valid and current building permit. This temporary residency period is not to exceed one (1) year in length. Government agencies (such as the zoning department and health department) have further guidelines and limitations with regard to camping.

7. 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 other owners of the subject property.

8. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc. providing, however, that said animals do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens shall not be allowed within one hundred fifty feet (150') of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by action or number, shall under no circumstance create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.

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

10. In the event of a violation or breach of any item within this Declaration of Restrictions for MILLER PINES Subdivision by a person or concerned party 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 above described real property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel 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.

11. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Hamilton County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of lots in MILLER PINES Subdivision.

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 hereof as of the day and year first above set forth:

Signed, sealed and delivered
in our presence as witnesses:

Amy M. Alexander
Witness: Amy M. Alexander

John K. [illegible]
Witness: John K. [illegible]

Jim Jean

Jim Jean, as President
Jim Jean and Sons, Inc.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 21st day of Aug, 1997, by Jim Jean who is personally known to me.

AMY M. ALEXANDER
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES OCT 22, 1998
CC 409772
Bonded by American Surety & Casualty Co.

Amy M. Alexander
Notary Public Amy M. Alexander

This instrument was prepared by:

Jim Jean
412 NE 16th Ave. #45
Gainesville, FL 32601

FILED AND RECORDED
DATE 08/21/97 TIME 02:13

ELAINE ROZIER CLERK
CO: HAMILTON ST: FL

RECORD VERIFIED

BY F. O. Bass DG