

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LANDS KNOWN AS "OAK HILL PLANTATION SUBDIVISION" 50 PAGE 157**

This Declaration of Restrictions and Protective Covenants for "OAK HILL PLANTATION SUBDIVISION", recorded in Plat Book 2, page 22, of the Public Records of Hamilton County, Florida, is made this 19th day of September 1989, by OAK HILL PLANTATION, INCORPORATED, hereinafter referred to as "THE COMPANY", the legal title owner of all real property subject to these Protective Covenants, said real property being referred to as "OAK HILL PLANTATION SUBDIVISION", and being described with more particularity on the attached Exhibit "A", which is by this reference incorporated herein and made a part hereof.

WHEREAS, The Company, is or will be the owner in fee simple of all real property, described in Exhibit "A", attached hereto; and

WHEREAS, the Company shall cause or have caused to be formed "OAK HILL PLANTATION PROPERTY OWNERS ASSOCIATION, INC.", a Florida Corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair of road rights-of-way drainage and other areas, and the enforcement of the Covenants and Restrictions contained herein as well as collection and disbursement of maintenance and upkeep expense.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and The Company declare that said real property shall be owned, held, used, transferred, sold, conveyed, devised 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 limitation upon all present and future owners of real property.

- A. Each lot owner shall automatically be a member of the Association, and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership including the duties to pay the Association expense and comply with the by-laws of such non-profit Association and all rules governing use of "OAK HILL PLANTATION" area.
- B. The Company or the Association may, at any time and in the sole discretion of either of them, seek to have Hamilton County, Florida, accept responsibility for maintenance of the roadways in "OAK HILL PLANTATION". In the absence of acceptance of said roads for maintenance by Hamilton County, all provisions of this Declaration regarding road maintenance and use by owners and the Association shall remain in full force and effect.
- C. The non-profit Association may assess any estimated necessary expenses for maintaining, but not constructing road and park areas, insurance and administration, if any, with estimated expenses being pro-rated by individual assessments against the lot. All assessments shall be at cost. Initial assessments shall be determined by the Association.
- D. This Declaration can be amended at any time by a seventy-five percent (75%) vote, in favor thereof by the members.

OFFICIAL RECORDS

**THE FOLLOWING LAND USE COVENANTS AND 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 December 31, 2000, at which time these covenants shall be automatically extended for successive periods of ten (10) years. Unless by vote of 75% of the then owners of 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, the following stand:

1. **DEFINITIONS** - At all times herein, the following words shall have the meaning and definition, to-wit:
 - (a) "Dwelling" - shall mean mobile home, modular home and any other lawful building or structure used or intended to be used for habitation by human beings.
 - (b) "Lot" - shall mean one lot as shown on the recorded plat of said subdivision.
2. No lot shall be used except for residential purposes. No building 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 one single-family dwelling as permitted by the County on any 2 acre portion thereof (or lesser acreage if lot is of smaller size) and buildings as may be incidental to such single-family dwelling, such as, but not limited to, a building for the parking of motor vehicles, a storage building for lawn and garden equipment or a permanent barn or livestock building.
3. No dwelling shall be permitted on any lot (meaning one entire lot as shown on the recorded plat) unless the same shall contain, exclusive of open porches and garages, not less than 720 square feet.
4. No mobile home or modular home shall be permitted unless it is less than five (5) years of age when initially placed in the subdivision and contains not less than 720 square feet, exclusive of open porches and garages.
5. No dwelling or building of any kind shall be erected nearer than 15 feet to any side lot line. Any mobile or modular home placed less than 100 feet from the fronting road shall be fully underskirted when placed on the lot.
6. 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, provided that on lots of 5 acres, two single-family homes may be built if permitted by the County.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot that may be or may become a nuisance.
8. Horses and other livestock, and farm animals or pets may be raised or kept on any lot on which the owner resides, except that no swine or animals so kept as to constitute a nuisance shall be maintained on any lot.
9. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than four (4) square feet showing the occupant, one advertising the property for sale or rent, or such signs used by a builder during construction.
10. No rubbish, junk cars, abandoned motor vehicles, trash, garbage or other waste shall be allowed to accumulate on any lot. All storage of such material shall be in a clean and sanitary condition and disposed of lawfully.

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11. All septic tanks shall be constructed and located at elevation in soil area on lot and distance from wall in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
12. All dwellings shall be constructed, installed, placed and maintained in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
13. Any and all use or alteration of any stream, pond or any banks abutting them shall be in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
14. No utility building, garage or shed shall be placed on any lot closer than 75 feet from road at front of lot unless attached to house.
15. There shall be no hunting at any time in the residential lots of "OAK HILL PLANTATION SUBDIVISION"
16. A motorhome, a "camper" or camper body of the type carried on a pick-up or similar truck, a travel trailer may be parked on a lot, occupied and used on a non-permanent basis for up to 100 days in any year, subject to all governing law.
17. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, 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.
18. Invalidity of any one of these covenants by judgment or court order in no way shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal, this 2nd day of August, 1989.

OAK HILL PLANTATION, INC.

By *Paul Hendrick* (SEAL)
Paul Hendrick, President

STATE OF FLORIDA

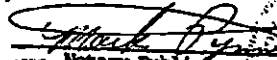
COUNTY OF HAMILTON

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared PAUL HENDRICK, to me known to be the person described in and who executed the foregoing instruments and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of October, 1989.


Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 21, 1993
COMED THRU GENERAL INS. UND.

This instrument prepared by:

PAUL HENDRICK, ATTORNEY AT LAW
P.O. Drawer 151
Jasper, Florida 32052



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FILED AND RECORDED
IN THE OFFICIAL RECORDS
OF HAMILTON COUNTY
Oct 6 8 54 AM '89
CLERK OF DISTRICT COURT
HAMILTON COUNTY FLORIDA
BY  ss.