

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LANDS KNOWN AS "RIVER TRAILS SUBDIVISION"

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OFFICIAL RECORDS

This Declaration of Restrictions and Protective Covenants for "RIVER TRAILS SUBDIVISION", recorded in Plat Book 2, page 91, of the Public Records of Hamilton County, Florida, is made this 2nd day of August 1989, by FLORIDA LAND AND ACREAGE, 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 "RIVER TRAILS 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 on Exhibit "A", attached hereto; and

Whereas, the Company shall cause or have caused to be formed "RIVER TRAILS 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 derailinging 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 "RIVER TRAILS" 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 RIVER TRAILS. 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 expense 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.

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:

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BK 247 PG 130-132
FILED AND RECORDED
IN THE OFFICIAL RECORD
OF HAMILTON COUNTY

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ELAINE POZIER
CLERK OF CIRCUIT COURT

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 nor any 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 4 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.

11. All septic tanks shall be constructed and located at elevation and in soil area on lot and distance from well 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.

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13. Any and all use or alteration of any stream, pond or banks abutting them shall be in compliance with statutes of the United States, the State of Florida, and all regulations and 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.

15. There shall be no hunting at any time in the residential lots of RIVER TRAILS SUBDIVISION.

16. This subdivision being residential in use, no minerals shall be extracted for sale and no royalties shall be received or paid to any company including Greater Northern Nekoosa Corp. (which of record reserved half of any mineral royalties but has no right of entry to explore or extract any minerals).

17. All electric power shall be supplied by Suwannee Valley Electric cooperative unless said supplier is unable after individual application to supply said electric power.

18. A motorhome, a "camper" or camper body of the type carried on a pick-up or similar truck, a travel trailer (but, specifically not including any tent or tent type 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.

19. 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.

20. Invalidity of any one of these covenants by judgment or court order in no wise 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.

FLORIDA LAND AND ACREAGE, INC.

By: Mark Pym (SEAL)
Mark Pym, President

STATE OF FLORIDA

COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARK PYMS, to me known to be the person described in and who executed the foregoing instrument 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 August, 1989.

Paul Hendrick
Notary Public

My commission expires
August 19, 1989

This instrument prepared by:

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

