

DECLARATION OF RESTRICTIONS

SUWANNEE BEND SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W. A. Saunders, Jr., being the owner of all of the property described in Suwannee Bend Subdivision, a subdivision located in Hamilton County, Florida, according to the plat thereof recorded in Plat Book 2, page 52, of the public records of Hamilton County, Florida, makes the following Declaration of Restrictions covering the said property, 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 of and limitation upon all present and future owners of the real property.

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 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 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 or any kind shall be erected nearer than 15 feet to any lot line.

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.

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. No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except that no more than three (3) dogs, three (3) house cats, and two (2) horses per lot may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. Live hogs shall not be brought upon any lot at any time for any purpose whatsoever either temporarily or permanently.

10. 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 name of the owner or occupant, one sign of not more than six (6) square feet advertising the property for sale or rent, or such signs as may be customarily used by a builder during construction.

11. No lot shall be used or maintained as a dumping ground for rubbish, junk cars, abandoned motor vehicles, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. All septic tanks and sewage disposal shall be constructed, installed, placed and maintained in compliance with the applicable laws and statutes of the United States of America (also called "Federal Government"), the State of Florida, and all applicable rules, regulations and ordinances of all governmental agencies.

13. All dwellings shall be constructed, installed, placed and maintained in compliance with the applicable laws and statutes of the United States of America (also called "Federal Government"), the State of Florida, and all applicable rules, regulations and ordinances of all governmental agencies.

14. Any and all use, or alteration of the Suwannee River, its tributaries and banks abutting thereto shall be in compliance with the applicable laws and statutes of the United States of America (also called "Federal Government"), the State of Florida, and all applicable rules, regulations and ordinances of all governmental agencies.

15. Said subdivision is in a flood prone area, and subject to periodic flooding. All structures, and outbuildings, should be built at an elevation above the maximum highwater level of 85.5 feet for the Suwannee River as recorded in 1973 by the U.S. Army Corps of Engineers, (USACE) and provided by the Suwannee River Management Authority (SRMA). The SRMA has established a one hundred (100) year flood level of 85.5 feet above mean sea level for River Mile No. 165 , being the nearest SRMA River Mile

point to said subdivision. The top of all well casings should extend to an elevation above the maximum highwater level of said river as recorded in 1973, or sealed against infiltration from surface and flood waters. Any structure built in the flood plain should be built on pole type piling. Septic tanks and drain field area 30 by 50 feet, at least 50 feet from the Suwannee River, must be "mounded" or raised to 80 feet above mean sea level, the ten (10) year flood level, as determined by the USACE and provided by the SRMA.

16. All garbage, rubbish, trash and other waste shall be disposed of in accordance with the applicable laws and statutes of the United States of America (also called "Federal Government"), the State of Florida, and all applicable rules, regulations and ordinances of all governmental agencies, and in no event shall any owner of any lot allow any garbage, rubbish, trash or other waste to be placed in the Suwannee River, its tributaries, or on the banks abutting thereto.

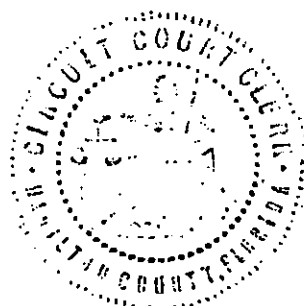
17. No fence, wall, hedge or shrub planting that obstructs sight lines at the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 15 feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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OFFICIAL RECORDS

Oliver Jones
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA



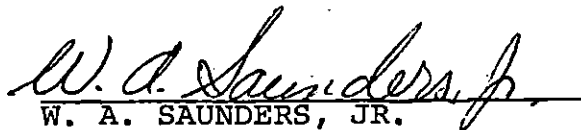
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18. A motorhome, a "camper" or camper body of the type carried on a pick-up or similar truck, a travel trailer (but, specifically not including any tent or tent type travel trailer) may be parked occupied and used on a lot/on an interim or non-permanent basis, prior to an owner's construction of a permanent dwelling, and may remain on the property indefinitely after such permanent construction has been completed.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in a part.

20. 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.

21. Invalidation 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 20th day of May, 1982.

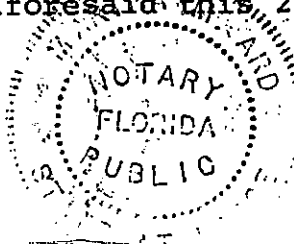
 (SEAL)
W. A. SAUNDERS, JR.

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 W. A. SAUNDERS, JR., 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 20th day of May, 1982.



BOOK 157 PAGE 18

OFFICIAL RECORDS


Notary Public, State of Florida
My Commission Expires Nov. 25, 1985
Bonded thru my F&B Insurance, Inc.