

DECLARATION OF RESTRICTIONS

SUWANNEE TRAILS, UNIT II

4571

KNOW ALL MEN BY THESE PRESENTS:

That A.S.R.B. Limited Partnership, a Florida Limited Partnership, being the owner of all of the property described in Suwannee Trails, Unit II, a subdivision located in Hamilton County, Florida, according to the plat thereof recorded in Plat Book 2, Page 63, 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 obtaining title through the undersigned. Those 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 dwellings, such as, but not limited to, a building for the parking of motor vehicles, a storage building for lawn and garden equipment, barbeque pits or a permanent barn. Any and all dwellings shall be neat and attractive in appearance and, if of frame construction, shall be painted or stained on the outside, with no corrugated iron, sheet metal or tarpaper on the outside walls of any structure.

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. Any mobile home or modular home placed on the property shall have an attractive and adequate skirting around the foundation of the mobile home or modular home.

5. No dwelling shall be erected nearer than 15 feet to any side lot line or within any area which is less than 75 feet from the waters edge of the river bank of the Suwannee River or less than 50 feet from the front lot line of any lot as shown on the recorded plat of said subdivision.

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

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

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 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.

10. 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

THIS INSTRUMENT WAS PREPARED BY:
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510 S. Palm Avenue
Palatka, Florida 32077

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condition.

11. 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.

12. 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.

13. 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.

14. Said subdivision is in a flood prone area and is subject to periodic flooding. All structures and outbuildings should be built at an elevation at least one foot above the maximum highwater level for the Suwannee River as determined in by the U.S. Army Corps of Engineers, (USACE) and provided by the Suwannee River Water Management District (SRWMD). The SRWMD has established a one hundred (100) year flood level for the River at the nearest SRWMD River Mile point to said subdivision. Any structure built in the flood plain should be built on pole type pilings. Septic tanks and drain fields must be located at least 75 feet from the Suwannee River and shall not be less than the ten (10) year flood level, as determined by the USACE and provided by the SRWMD.

15. 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.

16. 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.

17. A motor home, 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 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.

18. 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.

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, R. W. Browning, a general partner of A.S.R.B. Limited Partnership, A Florida Limited Partnership, has hereunto set his hand and seal on this 25th day of September, 1984.

A.S.R.B. LIMITED PARTNERSHIP,
A FLORIDA LIMITED PARTNERSHIP

Signed, Sealed and
Delivered in Our Presence:

[Signature]
[Signature]

BY: [Signature]
R. W. Browning, General Partner,
A.S.R.B. Limited Partnership, a
Florida Limited Partnership

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, R. W. Browning, General Partner of A.S.R.B. Limited Partnership, a Florida Limited Partnership, to me well known and known to me to be the individual described in and who executed the foregoing Declarations of Restrictions, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, on this 25th day of September, 1984.

[Signature]
NOTARY PUBLIC

Affix Notary
Seal Here

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires Jan. 17, 1987
Elected By 54120 Insurance Company of America



CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA

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