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5408

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

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WITHLACOCHEE FARMS SUBDIVISION
OFFICIAL RECORDS

This Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for WITHLACOCHEE FARMS Subdivision, a subdivision, as recorded in the Public Records of HAMILTON County, Florida, at Plat Book 2, Page 68 is made this 13th day of August 1957, by DANIEL CHADDS and SEYMOUR CNOTNER, (hereinafter referred to as the "Developer") the owner of the real property subject to these Protective Covenants and more particularly described hereinbelow, said real property being referred to as WITHLACOCHEE FARMS Subdivision, or WITHLACOCHEE FARMS.

Whereas, the Developer is the owner in fee simple of the following described real property:

Lots 1-18, of WITHLACOCHEE FARMS Subdivision, a subdivision, as per the plat thereof filed in Plat book 2, page 68, of the Public Records of HAMILTON County, Florida, and

Whereas, the Developer is the owner of all above described lots in this subdivision known as WITHLACOCHEE FARMS.

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, 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 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 and future owners of the above described real property. The provisions of the Protective Covenants are in addition to and not in lieu of any present or future State, County, or other governmental policies or ordinances affecting 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 January 1, 2000. 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 of HAMILTON County, Florida executed by said owners. The Developer reserves the right to amend those Protective Covenants for the purpose of curing any scrivener's error, ambiguity or inconsistencies. Invalidation of any one of these covenants by judgment 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 restrain, violating or attempting to violate any covenants, either to restrain, violation or to recover damages. The party bringing the action of 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 to the services of his attorney.

CLERK OF COUNTY COURT
HAMILTON COUNTY, FLORIDA

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3. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than FOUR HUNDRED EIGHTY (480) SQUARE FEET. These protective covenants shall apply to mobile homes or modular homes, provided:

THEY ARE AT LEAST 12 FEET WIDE AND MUST HAVE A LENGTH OF 40 FEET OR MORE EXCLUDING THE TONGUE LENGTH, AND FOLLOW THE OTHER PROVISIONS OF THIS PARAGRAPH. THERE IS NO AGE LIMIT REQUIREMENT FOR MOBILE HOMES.

Any mobile home must be under-skirted and set up and maintained in a neat and orderly fashion. Skirting material is to be attractive and complement the siding and conceal the tongue, if not removed, and any exposed areas between the base of the mobile home and the surface of the ground. Concrete blocks are not allowed for skirting. Skirting is to be completed within 30 days of arrival of mobile home on the lot. 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 same, or approval by the Developer shall not be necessary.

4. Trash, junk, garbage and abandoned automobiles may be removed by the Developer from any lot at the sole expense of the owner of said lot, if such is not removed by the owner within thirty (30) days of receipt of written notice from the Developer.

5. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently (not to exceed ninety (90) days on any calendar year). 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 his 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 by these restrictions from camping beyond the ninety (90) day limit, not to exceed one (1) year from the issuance of the building permit. After the one (1) year period, camping is not to exceed ninety (90) days in any calendar year.

6. 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.

7. 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 (150) feet of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by action or number, shall under no circumstances 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.

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

9. No more than TWO dwelling(s) per lot ARE allowed.

10. In the event of a violation or breach of any item within this Declaration of Restrictions for WITNLACOCHEE FARMS 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 hereinabove-described real property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel a 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. Other Provisions.

NONE

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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:

Priscilla P. Cashman

Seymour Chotiner
SEYMOUR CHOTINER

Mr. J

Daniel Crapps
DANIEL CRAPPS

STATE OF FLORIDA

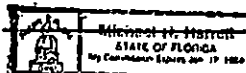
COUNTY OF Sumner

PERSONALLY APPEARED before me, the undersigned authority duly authorized to administer oaths and take acknowledgments in the State of Florida, DANIEL CRAPPS and SEYMOUR CHOTINER

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 this 13 day of August, 1987.

Mr. J
Notary Public, State of Florida
at large.
My Commission Expires:



This instrument was prepared by:

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