

170-757

RESTRICTIVE COVENANTS

CHARLES SPRINGS RIVER ESTATES UNIT NO. 1 AND UNIT NO. 2

APPROVED BY
JUL 13 12:10 PM '00

004148

WHEREAS, JOHNSON & JOHNSON LANDS, INC., a Florida corporation, is the owner of the lands described in the subdivisions known as CHARLES SPRINGS RIVER ESTATES UNIT NO. 1 and UNIT NO. 2, which subdivisions are recorded in Plat Book 1 and 1, at pages 165 and 166, respectively, of the public records of Suwannee County, Florida;

WHEREAS, JOHNSON & JOHNSON LANDS, INC., as the owner, desires to place certain restrictive covenants on the use of said property and each of the lots located therein.

NOW, THEREFORE, WITNESSETH:

That the owner, for and in consideration of the covenants herein contained and for other good and valuable considerations, does herein and hereby covenant and agree for itself, its successors, assigns and legal representatives that the following restrictions are hereby placed upon said property.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the Year 2000, at which time said covenants shall automatically extend for successive periods of ten (10) years unless amended by a majority vote of the then owners of the lots, each lot having one vote, to amend or change these covenants, in whole or in part.

In the event there shall be a violation or attempted violation of the covenants herein set forth, it shall be lawful for any other person owning an interest in said lots in said subdivisions to prosecute such violations either at law or in equity against the person violating or attempting to violate any of the covenants, either to prevent him or them from so doing, or to recover damages for such violation.

For the purpose of insuring the development of the lands in the subdivision as a residential area of high standards the deed to the property shall be issued subject to and together with the following Protective Covenants:

A. All construction shall be of new or quality materials, and must be completed within a reasonable period.

B. All improvements to the property shall be done and maintained in a neat attractive manner.

C. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of nearby property.

D. This development is in a Flood Prone Area. It is suggested that all structures and outbuildings be built above the maximum highwater level for the Suwannee River as recorded in April 1978, which was approximately 52.5 feet. Any structure should be built on pole type piling and the area immediately under the floor area should not be totally enclosed by solid wall construction. The area may be fenced and/or screened.

E. No trade or business or commercial activities shall be carried on upon herein described lots.

F. No farm type animals (i.e., cows, pigs, chickens, etc.) exclusive of horses, shall be kept, housed, maintained or

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permitted to remain upon any lot or lots covered by these restrictions nor shall any other animals whether by number or action be allowed to create a nuisance to the development.

G. Trees having a diameter of six (6) inches or larger, one foot above ground level, may not be cut unless such trees are diseased, a danger to any structure located on the lot, or need to be removed for the initial construction of structured improvements upon a lot.

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

I. No trash, junk or abandoned automobiles shall be allowed to accumulate on any lot.

IN WITNESS WHEREOF, the owner has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 11 day of July, 1978.

Signed, sealed and delivered in the presence of:

JOHNSON & JOHNSON LANDS, INC.

For Noble
Judy Whitfield
For Noble
Judy Whitfield

By: W. G. Johnson, Jr.
W. G. JOHNSON, JR., President

Attest: Dorothy N. Johnson
DOROTHY N. JOHNSON
Secretary



STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. G. JOHNSON, JR. and DOROTHY N. JOHNSON, well known to me to be the President and Secretary, respectively of JOHNSON & JOHNSON LANDS, INC., and that they severally acknowledged executing the foregoing Restrictive Covenants in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of July, 1978.



[Signature]
Notary Public, State of Florida at Large. My commission expires: [blank]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 3 1982
BONDED NEW GENERAL INS. UNDERWRITING