

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that CONNOR'S POOL ESTATE, INC., being the owner of the real property in Suwannee County, Florida, more particularly described as follows:

Lots 1-39 of CONNOR'S POOL ESTATE, INC., except Lots

1, 2, 9, 10, 11, 12, 13, 38, 39, a subdivision according to

a plat thereof recorded in Plat Book 1, Page 204,

of the public records of Suwannee County, Florida

makes the following Declaration of Restrictions covering the above described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon CONNOR'S POOL ESTATE, INC., and upon all persons derailing title through CONNOR'S POOL ESTATE, INC. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. No lot shall be used except for residential purposes. Only one residence of any kind or nature shall be located on a lot. The term residence shall mean a permanent dwelling or a mobile home of not less than 12 feet in width and meeting the specifications approved by the National Association of Mobile Home Manufacturers. No other structures or mobile homes shall be used as a residence. Out buildings such as barns or storage facilities may be constructed on a lot so long as those structures are consistent with the use of the property for residential purposes. All house plans to be approved by Developer.

2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that there are not kept, bred or maintained for any commercial purposes; and provided further, that one horse may be kept on a lot provided the keeping of the horse does not constitute a health hazard or nuisance.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

4. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder or seller to advertise the property during the construction and sales period.

5. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No abandoned or junk personal property including automobiles, electrical appliances or worn out or discarded machinery shall be kept or placed on the property. In the event that the owner fails to remove any junk or abandoned or discarded personal property from a lot within 10 days after having received notice in writing from the Developer for the removal thereof, the Developer shall have the right to remove any of the above described junk or any other unsightly refuse from any lot at the costs of the owner of the lot. The expenses incurred by the Developer for such removal shall be paid in cash to the Developer within 10 days after notice in writing as to expense incurred has been furnished to the owner. In the event that such cost incurred by the Developer shall not be paid within 30 days from the date of billing, the Developer shall be entitled to a lien on the lot for such charges or at the option of the Developer may add the costs of such removal to the balance owed by any owner to the Developer for the purchase price of his lot. Any legal expenses including attorney's fees and the cost of appeal incurred by the Developer in effecting such removal shall also be paid by the owner of the lot.

6. These covenants are to run with the land, 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 part.

7. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate these 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.

8. Any provision herein to the contrary notwithstanding, these restrictions may be amended, changed, altered or rescinded or any portion of the property subject to these restrictions may be released from these restrictions by the owner or owners owning a majority of the property included in these restrictions as of the date of said amendment, change, alteration, cancellation or release.

9. Invalidation of any one of these covenants by judgement or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

UNOFFICIAL COPY

Executed this 21st day of May, 1979.

CONNOR'S POOL ESTATE, INC.

Iran S. Strickland

By: Byron E. Duce
Byron E. Duce, President

Sherod S. Keen

Attest: Sherod S. Keen
Sherod S. Keen, Secretary

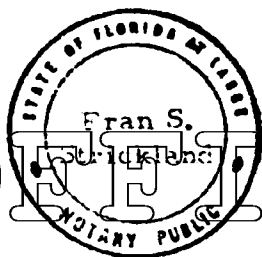
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STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing Declaration of Restrictions was acknowledged before me this 21st day of May, 1979, by BYRON E. DUCE, President and SHEROD S. KEEN, Secretary of CONNOR'S POOL ESTATE, INC., a Florida corporation, on behalf of the corporation.

Iran S. Strickland
Notary Public
My commission expires: _____

Notary Public, State of Florida at Large
My Commission Expires Nov. 7, 1981
Bonded By American Fidelity & Guaranty Company



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