

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR

THE TIMBERS SUBDIVISION, UNITS 1-6

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This Declaration of Restrictions and Protective Covenants for The Timbers Subdivision, Units 1-6, a subdivision as per the plat thereof filed at Plat Book 1, Pages 239 through 244 respectively of the Public Records of Suwannee County, Florida, (hereinafter referred to as the "Protective Covenants") is made this 10th day of November, 1980 by TIMBER RIVER, INC., a Florida Corporation, hereinafter referred to as the "Developer", the owner of said real property subject to these Protective Covenants, said real property being referred to as "The Timbers Subdivision" or "The Timbers";

WHEREAS, the Developer is the owner in fee simple of the real property described above, and intends to develop all or portions thereof as part of a subdivision to be known as The Timbers Subdivision;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property (all of The Timbers Subdivision) shall be owned, held, used, transferred, sold, conveyed, demised 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 deraining title through the undersigned. These restrictions, during their lifetime shall be for the benefit of & a limitation upon all present and future owners of the real property.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or part.

2. If the parties hereto, or any of them or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to enforce these Protective Covenants.

3. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages of less than 720 square feet. Mobile homes shall be allowed providing they are new (first time set-up) when placed on the lot and meet size requirements of 720 square feet. All mobile homes must be underskirted and set-up and maintained in a neat and orderly fashion. Prior to construction 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 30 days of this written request or approval shall not be necessary.

4. Trash, junk, garbage and abandoned automobiles shall be removed by the developer from any lot at the expense of the owner, if such is not removed by the owner within thirty (30) days of receipt of written notice from the developer, mailed to owner by certified or registered mail.

SEE Warranty deed AS RECORDED IN
OFFICIAL RECORD BOOK 670 PAGE 116 individual
SEE Quit Claim Deed AS RECORDED IN deeds
OFFICIAL RECORD BOOK 684 PAGE 60-1-
Heaven
Richard Stier
SEE Warranty deed AS RECORDED IN
OFFICIAL RECORD BOOK 660 PAGE 445
669 292

RECORDED
IN THE
OFFICE OF THE
CLERK OF THE
SUWANNEE COUNTY
FLORIDA
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EX-205-002

5. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily; however, an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his land.

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 owners of said property.

7. The landowner may fence his land along his boundary lines and graze cows, horses, goats, etc., providing they do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens shall not be allowed within 200 feet of any existing roads or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by actions or number shall not create a nuisance to the neighbors in the development.

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

9. No more than two residential dwellings per lot shall be allowed.

10. The Developer or its agent reserves the right at its sole option and expense to maintain fire lanes around perimeter of lots. Said reservation will be without liability to the surface owner and may be discontinued by said owner notifying the developer or its agent of owner's desire to discontinue said right.

11. In the event of a violation or breach of any of these Protective Covenants by any person or concern 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 herein 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. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

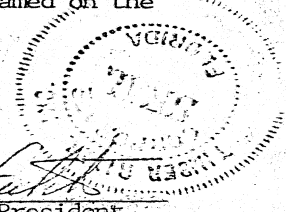
IN WITNESS WHEREOF, THIS Declaration of Restirctions and Protective Covenants for The Timbers Subdivision, Units 1-6 has been signed by the Developer named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

[Signature]
[Signature]

TIMBER RIVER, INC.

BY: *[Signature]*
Alvin C. Futch, President



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STATE OF FLORIDA
COUNTY OF SUWANNEE

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ALVIN C. FUTCH, well known to me to be the President of the corporation named herein, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him 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 10th day of November, 1980.

Gina Story Chapman
Notary Public, State of Florida at Large
My Commission Expires: 2-12-83

Unofficial Document



This instrument prepared by:

Alvin C. Futch, President
Timber River, Inc.
Rt. 7, Box 4000
Plant City, FL 33566