

Return to George Hertel
28010 29th Rd
Branford, FL 32008

N. RANDY HENDERSON CLERK
CO: SUWANNEE ST: FL

FILED AND RECORDED
DATE 12/28/1999 TM 11:18

FL#9912071503 B 780 P 136
REC NO. 01936249209

**RESTRICTIVE AND PROTECTIVE COVENANTS
FOR ICHETUCKNEE RIVER ESTATES AND
ICHETUCKNEE RIVER ESTATES, ADDITION #1**

KNOW ALL MEN BY THESE PRESENTS, That the owners of that certain property situated within Suwannee County, Florida, more particularly described as follows:

A tract of land situated in Section 27, Township 6 South, Range 15 East, Suwannee County, Florida, said tract of land being more particularly described as follows: Commence at the Northeast corner of the aforementioned Section 27 for a point of reference and the point of beginning; thence run S. 89° 44' 49" West along the North line of said Section 27, 5282.55 feet to the Northwest corner of the aforementioned Section 27; thence run South 00° 15' 11" East along the West line of said Section 27, 3480.13 feet to a concrete monument and the waters edge of Santa Fe River; thence run Northeasterly, Southeasterly and Northeasterly, upstream, along said waters edge, 3550 feet more or less to the intersection with the waters edge of the Ichetucknee River; thence run Northeasterly, upstream, along said waters edge 4185 feet more or less to the intersection with the East line of said Section 27 and a concrete monument; thence run North 00° 15' 11" West along said East line 484.12 feet to the point of beginning.

are desirous of continuing restrictions on the use of said property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties to this agreement acting under covenant #2 of the Restrictive and Protective Covenants for Ichetucknee River Estates and Restrictive and Protective Covenants for Ichetucknee River Estates, Addition #1, as recorded in Suwannee County, Book 112, Pages 428 through 432 and Book 114, Pages 451 through 455, respectively, have by vote of the majority of the then owners of the lots on November 18, 1999 agreed to change said covenants, to amend and revise said covenants as herein contained.

1. These restrictions apply to Lots 1 through 48, inclusive, of the plat of Ichetucknee River Estates and Lots 1 through 68, inclusive, of the plat of Ichetucknee River Estates, Addition No. 1.
2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of 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 in part.
3. If the parties hereto, or any of them or their successors or assigns shall violate or attempt to 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 prosecute and bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.
4. Invalidity 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.
5. (a) No structure or septic tank, or septic tank drain field shall be constructed nearer than thirty (30) feet from any lot line, unless in order to satisfactorily place the septic tank, it be necessary to place the residence differently, or unless the individual lot topography is such that it be necessary to vary this restriction. No structure or septic tank or septic tank drain field shall be constructed nearer than one hundred fifty (150) feet from the normal mean water level of the Ichetucknee and Santa Fe Rivers.
(b) No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garages of less than 720 square feet. The exterior surface of all structures shall be of such material and color as to blend with the natural surroundings, i.e. shades of brown, gray, and/or green.
(c) The living area of all residences shall be built at an elevation of at least 34 feet above sea level.

(d) Travel trailers, campers, motor homes, and tents shall not be permitted to remain on any lot permanently as a residence, but may be used temporarily on weekends or a maximum of three (3) months each year.

(e) Any dwelling built in the flood plain must be built on pole type pilings and the area immediately under the floor area cannot be totally enclosed by solid wall construction. The area may be fenced and/or screened. This is done to prevent realignment of flood waters.

6. Only one (1) dwelling shall be built upon any one of the numbered lots as shown by the recorded plats.
7. The herein described lots shall not be, in any manner, divided or subdivided.
8. All building sites shall be used solely and only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, which may include manufactured homes permanently attached to the property. Accessory buildings, such as private garages or storage buildings, cabanas, gazebos, guest rooms, boat houses and docks, may be erected on the premises for use only in connection with and to serve the single-family dwelling. Such out-buildings shall be limited to a total number of three (3), not including docks.
9. No trade or business, nor any 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 said property.
10. No animals or fowl other than household pets, shall be kept, housed, maintained, or permitted to remain upon any lot or lots covered by the restrictions. Animals must be confined to the owner's property or be under voice control of their owners.
11. Trash, junk, garbage, and abandoned automobiles shall be removed from any lot at the expense of the owner within thirty (30) days of receipt of written notice from the Board of Directors of the Ichetucknee River Estates Property Owners' Association (I.R.E.P.O.A.), mailed to owner by certified or registered mail.
12. (a) 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.
(b) No hunting shall be permitted upon any lot within the subdivision.
13. No sea walls, bulkheads or devices will be permitted which will alter or impair the natural flow of the Ichetucknee and Santa Fe Rivers at normal mean water level.
14. Docks and boat ramps may be built only after receipt of permits from the appropriate governmental agencies.
15. In the event of a violation or breach of any of these restrictions by any person or concern, any aggrieved lot owner may file a grievance, in writing, with the I.R.E.P.O.A. Board of Directors. After the Board has conducted a review and discussed the alleged noncompliance with the lot owner, if the lot owner refuses to eliminate any violation or breach, the I.R.E.P.O.A. Board of Directors and the owners of the lots in the Subdivision or any 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 I.R.E.P.O.A. Board of Directors, or their legally designated representatives, 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 and 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 this enforcement.
16. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

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IN WITNESS WHEREOF, the members of the Covenant Revisions Committee, representing the owners of said properties have hereunto set their hands and seals this 26th day of December, 1999.

Signed, sealed and delivered
in our presence as witnesses:

Charles E. Ahrens
Charles E. Ahrens

George R. Hertel
George R. Hertel, Committee Chairman

John W. Simmons
John W. Simmons

Rexford G. Hartley
Rexford G. Hartley, Committee member

Marsha S. Hertel
Marsha S. Hertel

Carol Winkler
Carol Winkler, Committee member

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STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 26th day of December, 1999, by George R. Hertel as Chairman, and by Rexford G. Hartley, Committee member, and by Carol Winkler, Committee member for the Covenant Committee.

John W. Simmons
(SEAL)



John W. Simmons
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X
or Produced Identification _____
Type of Identification Produced _____