

JF [redacted]
3-08-3090
8/29/88

This Instrument Pre [redacted]
JLL A. CONTI
DARBY, PEELE, BOWDOIN, MANASCO & PAYNE
Attorneys at Law
327 North Hernando Street
Lake City, Florida 32055

BOOK

PAGE

348

049

RECORDED 15.00

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

SEE TERMINATION AS RECORDED IN

OFFICIAL RECORD

355

PAGE

298

CHAPEL SQUARE

THIS DECLARATION dated this 31st day of August, 1988, made by PATTEN CORPORATION GULF-ATLANTIC, a Delaware corporation, qualified to do business in the State of Florida (herein "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of lands in Suwannee County, Florida, which Developer is developing as a residential subdivision known as CHAPEL SQUARE, recorded in Plat Book 1, page 296, all in the public records of Suwannee County, Florida (herein "Development"); and Developer desires to place restrictions and protective covenants as hereafter described upon the Development.

NOW, THEREFORE, Developer declares that each and every lot in the Development shall be owned, used, transferred, conveyed, and occupied subject to the covenants and restrictions herein set forth (herein "Protective Covenants") as follows:

1. RESIDENTIAL USE: The lots shall be used for residential purposes only. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes.

2. SIZE OF DWELLING AND MOBILE HOMES: No permanent dwelling shall be permitted on any lot which has less than eight hundred (800) square feet of living space exclusive of open porches, garages or carports. Mobile homes shall be allowed provided they are not more than five (5) years old when placed on a lot, and provided each mobile home shall contain not less than six hundred (600) square feet of livable area. All mobile homes must be underskirted, set up and maintained in a neat and orderly fashion.

3. SETBACKS: All buildings (including mobile homes) will be set back at least fifty (50) feet from the front lot line; twenty-five (25) feet from the rear lot line; and twenty-five (25) feet from the interior side lot lines, with the exception of Lots 15, 16, 19, 20, and 23-35, which shall be set back (15) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots.

4. NUMBER OF DWELLINGS: No more than one (1) residential dwelling (including mobile homes) shall be allowed on each lot as follows: Chapel Square, Lot 15-16, 19-20, 23, 24-47. All other lots, Chapel Square, Lots 1-14, 17-18, 21-22, and 48-64, shall contain no more than two (2) residential dwellings (including mobile homes) on each said lot. Detached utility buildings, garages, pump houses or storage buildings located on a lot shall conform to the setback lines in paragraph 3 hereof.

5. TRAVEL TRAILERS: No travel trailer, camper or tent shall be used as a permanent dwelling on any lot, except that Developer may give written consent to a travel trailer, camper or tent being used as a temporary dwelling while a permanent dwelling or mobile home is under construction.

6. LIVESTOCK: No lot shall be used for commercial livestock breeding or raising. Household pets are permitted, provided they are not used for commercial breeding purposes and are kept under the control of the occupant at all times. Horses, cattle and fowl may occupy a lot in small numbers for the personal use and enjoyment of the occupant. No swine shall be permitted to occupy any portion of a lot. Permitted livestock shall not be obnoxious, offensive or cause odors which shall constitute a nuisance.

7. NUISANCE: No lot shall be maintained nor shall any activity be carried on upon any lot, which is an annoyance or nuisance. No immoral, improper or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof.

8. PROPERTY MAINTENANCE: All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any piles of brush, weeds, trash and other material which would constitute a fire hazard or render the lot unsightly. If the owner fails to remove any trash, junk or otherwise maintain his property after thirty (30) days written notice from Developer (or any successor to Developer), Developer (or such successor) shall have the right to remove any such trash or clean up the lot at the expense of the owner.

9. TERM: These Protective Covenants run with the title to lots all in the Subdivision, and are binding upon Developer and all persons claiming by, through or under Developer until January 1, 2008, at which time they shall be automatically extended for successive periods of ten (10) years unless, by a majority of the then owners of the lots, agree to change, modify or rescind them. Any change, modification or amendment shall be in writing.

10. VIOLATION: The violation of these Protective Covenants shall grant Developer or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fees to the prevailing party's attorney, shall be paid by the owner found to be in violation.

11. AMENDMENT, RELEASE, AND WAIVER: This declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3) of the lots; provided, that no amendment shall be effective without Developer's written consent, if Developer is then an owner of a lot. So long as Developer is the owner of any lot, Developer reserves the exclusive right, without the consent of any other owner, to release, in writing, any of the Protective Covenants, or grant a waiver, in writing, of a violation thereof.

12. HUNTING PROHIBITED: No hunting or discharge of firearms shall be permitted within the development.

13. INVALIDATION: Invalidation of any one of the restrictions in this declaration, by judgment or court order, shall not affect any of the other restrictions, which shall remain in full force and effect.

14. EFFECTIVE DATE: This declaration shall become effective upon its recordation in the public records of Suwannee County, Florida.

IN WITNESS WHEREOF, this instrument has been executed by Developer on the day and year first above written.

Signed, sealed and delivered in
in the presence of:

PATTEN CORPORATION GULF-ATLANTIC

J. Melaka Roberson
Virginia D. Seef-Kuruc
Witnesses

By:

Terry Clayton

Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLUMBIA

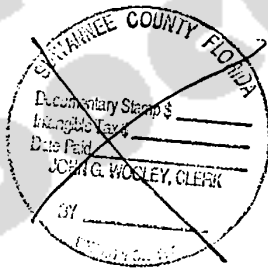
The foregoing instrument was acknowledged before me this day of September, 1988, by TERRY CLAYTON, as Vice President of PATTEN CORPORATION GULF-ATLANTIC, a Delaware corporation, on behalf of said corporation.

Virginia D. Seef-Kuruc
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 18, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

(NOTARIAL
SEAL)



JOHN G. WOSLEY
CLERK OF CIRCUIT COURT
SUWANNEE COUNTY, FLORIDA
BY RECEIPT NUMBER 73540

SEP 19 3 57 PM '88

FILED AND RECORDED
IN THE OFFICIAL RECORD
OF SUWANNEE COUNTY

007528