

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

THE ANTLERS

This Declaration of Restrictions and Protective Covenants (hereinafter referred to as the "Protective Covenants") for THE ANTLERS.

WHEREAS, the Developer is the owner in fee simple of the following described real property:

THE ANTLERS, as more particularly described in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property 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 deriving title through the undersigned. These Restrictions and Protective Covenants, during there lifetime, shall be for the benefit of and a limitation upon all present, or future State, County, or other governmental policies or ordinances affecting the land use and other matters. The owners agree and covenant to each other to abide by all such ordinances and policies.

1. These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until JUNE 10, 2013. Thereafter, said Protective Covenants shall be automatically extended for successive periods of ten (10) years with such changes and modifications, if any, as shall be agreed to by the owners representing the ownership of not less than 75% of the lots covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Suwannee county, Florida executed by said owners.. The Developer reserves the right to amend these Protective Covenants for the purpose of curing any scrivener's error, ambiguity or inconsistencies. Invalidation of any one of these covenants by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. If the parties hereto, or any of them, or their successors or assigns, shall violate any of the Protective Covenants herein, it shall be lawful for the Developer or any other person or persons owing any real property situate in said development or subdivision to enforce these Protective Covenants. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants either to restrict violation or 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.

3. No permanent dwelling shall be permitted which has a

9306-005416-000 B:0464 P:0010-00

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ground floor area, exclusive of open porches or garages, of less than four hundred twenty (420) square feet. These protective covenants do not prohibit mobile homes or modular homes, provided: they are less than 20 years of age when initially placed in the subdivision and have a width of 12 feet or more and length of 35 feet or more excluding the tongue length. Mobile homes must be in good condition, specifically the roof and sides must be intact with no holes exposed, rust or damage, or broken glass or plastic windows and doors. Any mobile home must be underskirted and set up and maintained in a neat and orderly fashion. Skirting material is to be attractive and complement the siding and conceal the tongue, if not removed, and any exposed areas between the base of the mobile home and the lot. All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. Prior to the construction of 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 thirty (30) days of this written request, either accepting or rejecting the same, or approval by the Developer shall not be necessary.

4. Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed nor to remain on any lot.

5. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently (not to exceed one hundred eighty (180) days in any calendar year). However, an owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on his land. In the event a building permit has been issued to an owner by the Suwannee County Building Department for construction of a home on the owner's lot in this subdivision, the owner commences construction and continues with the construction on at least a monthly basis, the owner will not be prohibited by these restrictions from camping beyond the 180 day limit, not to exceed a two (2) year period. After the two (2) year period camping is not to exceed 180 days in any calendar year. Government agencies (such as the zoning department and health department) may have further guidelines and limitations with regard to camping.

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 other owners of the subject property.

7. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, ect. providing however, that said animals do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens shall not be allowed within one hundred fifty (150) feet of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, weather by action or number, shall under no circumstance create a nuisance to the neighbors in the development, in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.

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

9. Government Regulations may limit the number of dwellings to one per lot, but these restrictions do not limit the number of dwellings.

10. In the event of a violation or breach of any item within this Declaration of Restrictions for The Antlers Subdivision by a person or concerned party 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 above described real property, or either of them, jointly or severally, shall have the

9306-005416-000 B:0464 P:0011-00

right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. 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 any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

11. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Suwannee County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of lots in The Antlers Subdivision.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein described has been executed 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:

*Jimmy J. Murphy*  
Witness  
*Loyd C. Hawthorne*  
Witness

*Walter J. Lawson*  
Walter J. Lawson  
*Norma A. Lawson*  
Norma A. Lawson  
*Lloyd C. Hawthorne*  
Lloyd C. Hawthorne

STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 10th day of June, 1993, by WALTER J. LAWSON, NORMA A. LAWSON and LLOYD C. HAWTHORNE who  are personally known to me or  have produced as identification the following: \_\_\_\_\_ and who  did take an oath or  did not take an oath.

*Tamra Dawn Murphy*  
Notary Public

Printed name of notary

This instrument was prepared by:

LLOYD C. HAWTHORNE  
103 Union Avenue  
Live Oak, FL 32060

OFFICIAL NOTARY SEAL  
TAMRA DAWN MURPHY  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC288118  
MY COMMISSION EXP. MAY 19, 1997

9306-005416-000 B:0464 P:0012-00

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Part of Section 2, Township 2 South, Range 11 East and part of the Southeast Section of 35, Township 1 South, Range 11 East, Suwannee County, Florida, Being more particularly described as follows: For point of reference commence at the Northeast corner of said Section 2, thence run South 89 18'22" West along the North line of said Section 2, a distance of 30.00 feet to the West right-of-way line of an existing County graded road and the point of beginning; thence run South 00 51'10" East along said West right-of-way line a distance of 2645.61 feet; thence run South 88 52'37" West, a distance of 1294.39 feet; thence run South 00 47'44" East, a distance of 640.52 feet to the North right-of-way line of an existing County graded road; thence run along said North right-of-way line the following courses; South 89 53'40" West, 40.25 feet; North 64 37'38" West, 573.30 feet; North 63 06'17" West, 1066.74 feet to the terminus of said courses; thence run North 00 44'17" West, a distance of 649.47 feet; thence run North 75 45'10" West, a distance of 250.37 feet to the East right-of-way line of River Road; thence run North 36 41'15" East along said East right-of-way line a distance of 618.19 feet to a point of curve of a curve concaved northwesterly having a radius of 2779.81 feet; thence run along and around said curve a cord bearing and distance of North 32 13'00" East, 433.36 feet to the point of tangency of said curve; thence continue along said East right-of-way line North 27 44'46" East, a distance of 1008.97 feet to a point of curve of a curve concaved Southeasterly having a radius of 3424.59 feet; thence run along and around said curve a cord bearing and distance of North 30 13'56" East, a distance of 297.11 feet to the point of tangency of said curve; thence continue along said East right-of-way line North 32 43'07" East, a distance of 2232.69 feet to its intersection with the South right-of-way line of an existing county graded road; thence run South 77 41'56" East along said South right-of-way line a distance of 564.93 feet to its intersection with said West right-of-way line; thence run South 00 50'48" East along said West right-of-way line a distance of 1898.35 feet to the point of beginning.

Containing 220.01 acres more or less.