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DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS AND CONDITIONS

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WHEREAS, BLONDINA M. STEVENS, the surviving spouse of ALEX H. STEVENS, deceased, owns the following real estate located in Columbia County, Florida, to-wit:

Lots 1 through 9, Block "A", Lots 1 through 6, Block "B", and Lots 1 and 2, Block "C", inclusive, FOREST COUNTRY FOURTH ADDITION, a subdivision recorded in Plat Book 6, Page 56, public records of Columbia County, Florida, and more particularly described as:

A part of Sections 15 and 16, Township 4 South, Range 16 East being more particularly described as follows: Begin at the Northeast corner of the SE 1/4 of the SE 1/4 of said Section 16 and run S 88°49'52" W along the North line thereof, 10.23 feet to the Easterly right-of-way line of State Road No. 247 (Branford Highway - 100 foot right-of-way); thence S 41°30'00" W along said right-of-way, 517.64 feet to the Northerly most corner of Lot 1 of Forest Country, Phase 1 as per Plat Book 4, Page 94 of the Public Records of Columbia County, Florida; thence S 48°30'00" E along the Northerly line of said Lot 1 and its extension, 260.0 feet to the Easterly right-of-way line of Longleaf Boulevard; thence N 41°30'00" E, 134.05 feet; thence N 88°52'10" E, 1140.52 feet; thence N 01°07'50" W, 68.50 feet; thence S 87°41'03" E, 259.55 feet; thence N 01°11'01" W, 385.33 feet; thence S 88°49'52" W, 1320.91 feet to the POINT OF BEGINNING. Columbia County, Florida. Containing 15.90 acres, more or less.

The said BLONDINA M. STEVENS is hereinafter referred to as "OWNER".

WHEREAS, the Owner of the said property desires to impose restrictive covenants and conditions on said real property for the benefit of subsequent grantees, which restrictive covenants and conditions shall be deemed to be covenants and conditions running with the land;

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon each of the aforesaid lots of FOREST COUNTRY, FOURTH ADDITION, numbered 1 through 9, Block "A", 1 through 6, Block "B", and 1 and 2, Block "C", the breach of which prior to January 1, 2010, A.D., shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner, but shall entitle any record owner of any

This Instrument Prepared By
MEREDITH J. DUNN
COUNTY PUBLIC RECORDS & OFFICE
ADMINISTRATOR
227 South Main Street
Columbia, Florida 32601

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BY [Signature]

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one lot hereinabove described to proceed with legal action to prevent the furtherance of any breach of said restrictive covenants or conditions and/or for damages resulting from said breach. Failure to enforce in whole or in part any of said restrictive covenants or conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of these restrictive covenants or conditions so enumerated. Further, invalidation of any one or any part of one of these restrictive covenants and conditions by Judgment or Order of Court will in no way affect any of the other restrictive covenants or conditions herein set out, and such other restrictive covenants or conditions shall remain in full force and effect.

1. Each lot shall be used expressly and exclusively for single-family, private residence purposes and no more than one (1) dwelling house shall be located on any one lot.
2. No business or commercial enterprise shall be conducted upon any lot or carried on from any residence located on any lot. No signs of any character shall be exhibited or displayed upon any lot, except for the purpose of advertising said property for sale or rent. Such signs may not exceed five (5) square feet in total display area. Only one (1) sign may be used to indicate the name and address of the owner or occupant of any residence and said sign may not exceed one (1) square foot in total display area.
3. No dwelling house shall contain less than 1800 square feet of enclosed living area exclusive of a basement, screened-in porch, garage or carport. No dwelling house shall be more than two (2) stories in height in addition to a basement; however, the limitation of two stories shall not be construed to prohibit a tri-level dwelling house, but any two-store, split-level or tri-level dwelling house shall have an enclosed living area of not less than 2200 square feet, exclusive of a basement, screened-in porch, garage or carport.

4. All construction on each lot shall be new construction. No used buildings or structures shall be removed from any lot; nor shall there be any storage of building supplies on any lot unless used in immediate construction. It is the intention of these restrictions that any and all buildings or structures on any of said property shall be constructed thereon.

5. Owner shall approve, prior to construction, the plans, specifications and plot plan of all buildings placed on any one (1) lot and no building of any description and no addition to any existing building shall be erected upon or allowed to occupy any of said parcels until the plans and specifications of such building or addition, its General Contractor thereof, and its location thereof shall have been approved by the Owner. No concrete block homes shall be constructed on any lot. Approval by Owner shall be within thirty (30) days after receipt of such plans, specifications and plot plan, unless the same be rejected in whole or in part; however, unless the same are approved or rejected within said period by Owner, they shall be deemed to have been approved. In the event the specifications and plot plan are rejected, the grantee of any one (1) lot hereby consents to the entry of any injunction or restraining order which may be necessary to enforce these restrictions in this regard. No act or omission on the part of Owner shall be construed to impose any liability upon him, nor shall Owner be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of, or failure to enact or enforce, minimum standards for such improvements. Further, the grantee in each instance shall be responsible for the quality and safety of the improvement constructed or erected by or for said grantee hereunder.

Should a community association be formed by a majority of all lot owners subject to these restrictions and in accordance with Paragraph 23 hereinafter, and in the opinion of the Owner the community association is capable of implementing the duties and responsibility of the Owner of the approval of plans, specifica-

tions and plot plans of building on lots within the subdivision, then, and in that event, Owner may transfer its authorities, duties and responsibilities as set forth hereinabove in Paragraph 5 to said community association.

6. Each dwelling house shall have a minimum of a two-car garage or carport, which must be attached to the house. All garages or carports shall be erected so that all openings thereof shall not directly face any streets bordering the plot upon which they are placed; however, a standard house-type door may be placed on the side facing the street.

7. No tent, garage, outbuilding or attachment shall be erected on any lot prior to construction of the main dwelling house; and every garage, outbuilding or attachment shall be of the same kind of materials and construction as the main dwelling house, with which they shall conform architecturally. None of the above shall be used as a residence, either temporary or permanent.

8. No part or portion of any dwelling house, garage or carport shall be erected closer than 35 feet from the front property line, nor closer than 30 feet from the rear property line, nor closer than 25 feet from each side property line. Owner shall, however, and does hereby retain the authority to vary, at its discretion, the setback requirements either by increase or decrease that may be necessary to properly place dwelling houses, garages or carports, as well as any other outbuilding, on any one (1) lot. Any variance of these setback restrictions by Owner, as to any one (1) lot, shall be in writing and in such form as to be properly recordable by the grantee thereof in the public records of Columbia County, Florida. Nothing herein shall be construed so as to prohibit either enclosed or unenclosed swimming pools within the 30 feet setback line from the rear property line of any one (1) lot.

9. No continuous fence, wall, hedge or like structure over six feet in height shall be permitted along the rear lot line and side lot line of any one (1) lot. However, no fencing, walls,

hedges or like structures extending on side lot lines toward the front lot line and past the front property line setback requirement of 35 feet may be erected. No barbed wire or woven wire fence of farm type commonly called "hog fence" shall be allowed.

10. All driveways leading to the homes constructed shall be constructed and completed before the commencement of occupancy. All driveways shall be constructed of a durable surfacing material and must be constructed either of asphalt, concrete or rock.

11. No mobile home or house trailer shall be permitted on said property at any time. All motor vehicles located on each lot shall carry a current year's license tag registration. Additionally, there shall be no parking of any trucks, boats or trailers of any kind or sort upon the public road rights-of-way adjacent to any lot. Further, no trucks, other than pickup trucks, no camper vehicles, and no vans may be parked upon any lot unless said vehicles are not visible from the street.

12. No aerials or television antennas may be attached to the front or roof of any dwelling house, but shall be located in the rear thereof, or the end not facing the side street.

13. Outside receptacles for garbage and rubbish shall be either underground or constructed so as not to be visible as such from the front of the property.

14. Clothes lines or drying yards and air conditioning and heating unit facilities shall be located so as not to be clearly visible from the front of the property, by fencing, shrubbery or otherwise.

15. Except during the period of construction of improvements upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same clean and neat. Grass, shrubbery and vegetation shall be regularly mowed and trimmed. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon; provided, that after proper

notice, if such condition is not corrected, ^{PK 0749} Owner shall have the right to enter upon the premises and ^{OFFICIAL} make such correction at the expense of the lot owner.

16. All plot plan layouts for building purposes shall be drawn so as to minimize the removal of any trees upon any one (1) lot having a diameter of six (6) inches or more, measured one (1) foot above ground level. Further, the removal of any trees so measured and growing upon any one (1) lot shall only be by permission of Owner, which permission shall not be unreasonably withheld. Nevertheless, it is the intention, by this restriction, to preserve as much as possible the wooded nature of all lots in the subdivision.

17. Each dwelling unit will be required to have adequate landscaping and shrubbery in keeping with the architectural concept of the structure and the wooded nature of the subdivision.

18. No livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats and other household pets may be kept, provided they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and that proper restraint and control are used in the keeping of them.

19. No noxious activity or trade of any sort shall be carried on or upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any lot that will in any way injure the value of any adjoining lot or the surrounding property as a whole.

20. All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground, where permitted, in accordance with applicable codes that may be imposed or imposable by any public or private electrical, gas, telephone or cable television communication services serving subject property. All water supply tanks shall be installed in the dwelling.

21. It is the intention of Owner to erect certain walls and fencing along the perimeter edge of certain lots in the subdivision so as to shield these lots and all properties in the subdivision from the vehicular traffic. To this extent, said walls and fencing shall be maintained by the owner of any one (1) lot upon which same may be located and may not be broken or torn down. Maintenance shall include the application of proper fertilizer and water, if necessary, for shrubbery purposes. Failure on the part of any lot owner to properly maintain said wall and/or fencing shall give rise to said lot owner consenting to Owner carrying out said maintenance with the cost thereof being borne by the lot owner.

22. Subdivision street lighting will be furnished by Clay Electric Cooperative. The location and installation will be agreed upon by Clay Electric and the Owner. Each homeowner will be billed along with his regular electric bill at a rate set by Clay Electric Cooperative. This rate is called the "S" or "T" rate, depending upon the number of lots the homeowner has. Each homeowner must pay his allocated share of utility charges for said street lights.

23. The owners of 51% or more of all lots in the subdivision (each lot entitling the owner thereof to one (1) vote per lot) may at any time form a community association at their expense, being a non-profit corporation under the laws of the State of Florida, for the purpose of orderly maintenance of the common areas in the subdivision, whether public or private, together with street lighting applicable thereto. To this extent each subsequent grantee of any one (1) lot in said subdivision consents to the formation of said association in accordance herewith and shall be bound by its authority duly enacted, including, but not limited to, the imposition of an annual assessment for these purposes or any other purposes so deemed by the association upon each individual lot and the owner thereof in the subdivision.

Additionally, the formation of any community association hereunder shall be conditioned so that after its formation it

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shall allow Owner to assign to it any or all of the restrictions, limitations or conditions retained on the part of Owner hereunder and pertaining to this subdivision, so that said community association shall, in effect, be substituted for Owner in this regard. Specifically, but without limitation, all or part of those restrictions, limitations and conditions that may be so assigned are those set forth in Paragraphs 5, 9, 15, 16, 21, 23 and 24 hereunder; and each subsequent grantee of any one (1) lot in said subdivision hereby consents to the said assignment hereunder.

24. Owner shall have the right to amend or modify this declaration and the covenants, limitations, and conditions pertaining thereto by proper instruments filed of record in the public records of Columbia County, Florida, at any time prior to the termination thereof; provided, however, that any amendment or modification hereof shall not, without joinder, bind the grantee of any lot in this subdivision whose deed of conveyance is recorded prior to the date such amendment or modification is recorded.

25. No construction of any kind shall be placed on any part of any parcel shown on said plat as served for "easements for drainage and utilities" and the owners of the parcel or parcels subject to such easements shall acquire no right, title or interest in or to any pipe, wire, poles, equipment or appliance placed on, over or under the land subject to such easement.

26. The easements and rights hereinabove granted and reserved to the Owner shall not pass from the Owner by their instrument or any deed conveying any of said parcels, but shall exist and continue only in the Owner or to whom the Owner shall expressly convey said assignments and rights.

27. Successful enforcement of the covenants, restrictions, limitations and conditions set forth in this Declaration by legal action against anyone violating same shall entitle those lot owners who are enforcing said Declaration to reimbursement of attorney's fees that may have been incurred by them in said

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legal action and from those parties against whom the enforcement
action hereon shall have been brought, together with damages
sustained, interest and costs.

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IN WITNESS WHEREOF, Owner has executed this Declaration of
Covenants, Restrictions, Limitations and Conditions by her proper
signature and seal, this 21st day of August,
1991.

Signed, sealed and delivered
in the presence of:

Herbert F. Darby
Witness
HERBERT F. DARBY
(Print/type name)

Blondina M. Stevens (SEAL)
BLONDINA M. STEVENS
Route 5, Box 905
Lake City, Florida 32055

Loretta S. Steinmann
Witness
LORETTA S. STEINMANN
(Print/type name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared BLONDINA M. STEVENS, to
me known to be the person described in and who executed the
foregoing instrument, and she acknowledged before me that she
executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 21st day of August, 1991.

Loretta S. Steinmann
Notary Public, State of Florida
LORETTA S. STEINMANN
(Print/type name)

(NOTARIAL
SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 8, 1993
Bonded Through Fidelity Insurance Inc.