

PROTECTIVE COVENANTS AND RESTRICTIONS

OF

SPRINGHOLLOW SUBDIVISION

July 23, 1975

343-1-96
OFFICIAL RECORDS

WHEREAS, SPRINGHOLLOW DEVELOPMENT CORP., a Florida corporation, is the owner and developer of all of the lots shown on the plat of SPRINGHOLLOW SUBDIVISION, recorded in Plat Book 4, Pages 19-19A, Public Records of Columbia County, Florida; and

WHEREAS, WILLIAM BASCOM NORRIS and GWENDOLYN G. NORRIS, his wife, are the holders of a lien on the property in the said Subdivision; and

WHEREAS, it is the desire of the owner and mortgagees that the land be developed and that certain covenants and restrictions be placed upon the use of all of the lots shown on said plat, except as to Lot No. 29; said covenants and restrictions to run with the title to the aforesaid lots.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the said parties hereto do hereby for themselves, and their successors and assigns, restrict the use as hereinafter provided of all of the lots of that said Subdivision, except as to Lot No. 29, shown on and which are a part of said plat, which lots being hereinafter referred to as "said land", and the developer does hereby place upon said land certain covenants and restrictions to run with the title thereto until December 31, 2001, at which time said covenants and restrictions shall terminate except as otherwise provided herein, to-wit:

This Instrument Prepared By:
WILLIAM J. HALEY
Brannon, Brown, Norris, Vocelle
& Haley
Attorneys at Law
Post Office Box 1029
Lake City, Florida 32055

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1. The said lots shall be used solely for one family residential dwellings. No residence or part thereof other building constructed on said lots shall be used for commercial, business, amusement, charitable or manufacturing purposes.

2. Only dwellings containing not less than 1300 square feet of living space may be erected of masonry, metal or wood construction on said lots. No garages, wholly or partially for residential purposes, and no trailer or tent shall be allowed at any time to occupy any part of said lots.

3. No cattle, swine, sheep, goats, or poultry or other livestock shall be kept on said lots.

4. No residence or any part thereof except the eaves, may be erected on any of said lots nearer than 30 feet to the front lot line, 15 feet to the side street line, nor nearer than 7.5 feet to the outside lot line. Said restrictions shall not apply to the interior side lines of said lots or parts thereof, but only to the extreme side lines of combined lots when a residence is erected on more than one lot.

5. In the event the building has been erected or construction thereof is substantially advanced and the same is situated on the said lots in such a manner that the same constitutes a violation or violations of the restrictions set forth herein, the developers hereof shall have the right at any time to release any such lot or portion thereof from the part of the provisions of the said covenants as are violated, provided that said developers shall not release a violation of restrictions except as to violations to be determined as minor. The power to release such property from violation or violations shall be dependent upon determination by the developers that the violations are minor. In any event any violation in excess of 15% of the dimensions stated in paragraph 4 above will not be considered as a minor violation.

6. The developer hereby reserves unto itself a utility easement for drainage or other utilities, the minimum width of five (5) feet and the maximum width of ten (10) feet on all lot lines, which shall be a perpetual, alienable and releasable privilege and right on, over and under the ground to erect, maintain and use drainage facilities, electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, water or other public conveniences or utilities. Said easement shall be between 2-1/2 feet and 5 feet respectively on each side of the lot line. The said developer shall have the unrestricted right and power of alienation thereof and the unrestricted right and power to release said easements. All utility service for electricity, telephone, gas, water and sewer shall be underground from the primary service line to the owner's residence or other buildings on the lot, except during construction stages.

7. (a) Said developer may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

(b) The Developer may at any time release any one or more lots shown on said plat from any and/or all of the restrictions and covenants running with the land herein set

forth, and also from any and/or all additional restrictions and covenants imposed herein, provided the written consent thereto of the owner or owners of not less than three-fourths in number of the lots previously sold by developer and shown on said plat shall first be obtained.

(c) If the developer shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivision, then such transferee, assignee, or successor shall automatically be vested with the several rights, powers, privileges or authorities given said developer by any part or paragraph hereof, but developer may execute such instruments as it shall desire to evidence the vesting of the several rights, powers, privileges and authorities in such transferee or successor. The developer may transfer and assign to any person, firm or corporation as it shall select any and all rights, powers, privileges and authorities given the developer by any part or paragraph hereof, whether or not the developer shall also transfer or assign the development of such subdivision or be succeeded in the development of such subdivision. In the event that at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges and authorities given said developer under the provisions hereof, such rights, powers, privileges and authorities shall be vested in and exercised by a committee of three (3) persons all of whom must be owners of property in the subdivision to be elected or appointed by owners of a majority of the lots of said land previously sold by developer and in such event such committee shall then have the same rights, powers, privileges, and authorities as are given to the developer by any part or paragraph hereof; nothing herein shall be construed as conferring any rights, powers, privileges and authorities in said committee except in the event aforesaid.

8. No fence, wall, sign, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. No commercial, professional, advertising or display signs and no large or unsightly sign shall be permitted on said land or on any improvements thereon. Provided nothing herein shall be construed to prevent the developer or its representatives, designees or agents from erecting or maintaining on any part of said land owned by it such commercial and display signs and such temporary structures as may reasonably be required by it for development and sale purposes.

10. No individual water supply system shall be permitted on any lot, unless such is waived or allowed by developer as provided herein. Each lot shall tap onto and utilize for the purpose of water supply, the commercial water system as provided by developer or the proper franchise holder for such service.

11. During the development of the subdivision and during construction of any improvements, temporary buildings may be located on all or any part of any lot, provided that upon

completion of such development and construction, the said temporary buildings shall be removed. Said temporary buildings may not be used as a temporary or permanent residence of any one but may be used merely to store equipment and materials or as temporary office space.

12. If any person claiming under the developer shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the developer, or any person or persons owning any lot of said land to (a) prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) maintain appropriate legal proceedings against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of restraining or preventing such violation, provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. Invalidation of any provision of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other covenants and restrictions which shall remain in full force and effect.

13. (a) No garbage, trash, or rubbish shall be maintained on any lot pending disposal of the same unless it is kept in sanitary containers. Any such garbage and trash receptacles shall either be installed below ground level or shielded from view by a wall or fence.

(b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall at all times be kept in a clean and sanitary condition.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 23rd day of July, 1975.

SPRINGHOLLOW DEVELOPMENT CORP.

(CORPORATE SEAL)

By B. K. Anderson
B. K. Anderson, President

ATTEST:

By Lonnie L. Lee
Lonnie L. Lee,
Secretary-Treasurer

Signed, sealed and delivered
in the presence of:

Mary N. Edwards
Edna B. King
as to Springhollow Develop-
ment Corp.

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OFFICIAL RECORDS

And Summary of Proceedings
McDermott & McHenry
800 North Main Street
Riverside, California 92504

AMENDMENT AND MODIFICATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
OF SPRING HOLLOW SUBDIVISION

DATED THIS 17th day of May, 1977.

WHEREAS, JOHN L. GIEBEIG, JR. and FRANK A. TODD, III are the owners and developers of all the lots shown on the plat of SPRING HOLLOW SUBDIVISION, recorded in Plat Book 4, Pages 19-19A, Columbia County public records; and

WHEREAS, WILLIAM BASCOM NORRIS and GWENDOLYN G. NORRIS, his wife, are the holders of a lien on the property in said subdivision; and

WHEREAS, It is the desire of the developers and the mortgagees that the protective covenants and the restrictions encumbering SPRING HOLLOW SUBDIVISION recorded in Official Record Book 349, Pages 96-100, Columbia County public records be modified and some additions made thereto; said modifications and additions to run with the title to the aforesaid lots as do the original protective covenants and restrictions;

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations the parties hereto do hereby for themselves and their successors and assigns modify and add to the aforesaid protective covenants and restrictions, said additions and modifications to run with the title to said lands until December 31, 2001, at which time said modifications and additions shall terminate except as otherwise provided herein, as follows:

1. Paragraph 2 of said restrictions is modified to provide as follows, to-wit:
"Only dwellings containing not less than 1500 square feet of living space may be erected of masonry, metal or wood construction on said lots. No garages, wholly or partially for residential purposes and no trailer or tent shall be allowed at any time to occupy any part of said lots. Any and all house plans of homes to be built in said subdivision shall be subject to approval by the developers or their assigns, which approval shall not be unreasonably withheld."

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OFFICIAL RECORDS

2. Paragraph 4 of said restrictions is modified to provide as follows, to-wit: "No residence or any part thereof, except the eaves, may be erected on any of said lots nearer than 30 feet to the front lot line, 15 feet to the side street line, nor nearer than 20 feet to the outside lot line. Said restrictions shall not apply to the interior side lines of said lots or parts thereof but only to the extreme side lines of combined lots when a residence is erected on more than one lot."

3. Paragraph 10 of said restrictions is hereby deleted, and individual water supply systems shall be permitted henceforth on any lot.

4. A paragraph 14 is hereby added to said restrictions to provide as follows, to-wit: "14. There shall be no damming of any creek or stream located in said subdivision by any lot owner, nor shall there be any alteration of the flow of any stream or creek in said subdivision by any lot owner, provided that, the developers reserve the right to dam or alter the flow of any stream or creek located in said subdivision for development purposes."

5. There is hereby added a paragraph 15 to said restrictions to provide as follows, to-wit: "15. There shall be no cutting of trees in excess of four (4) inches in diameter from any of the lots in said subdivision except for purposes of locating a house and providing access thereto unless prior approval is obtained from the developers for such cutting, which approval shall not be unreasonably withheld."

6. There is hereby added a paragraph 16 to said restrictions to provide as follows, to-wit: "16. No more than 38 residential dwellings shall be constructed in said subdivision."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 17th day of May, 1977.

Signed in the presence of:

Michael C. Murphy

John L. Giebelg, Jr.

As to Developers

Frank A. Todd, III

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OFFICIAL RECORDS

2ND AMENDMENT AND MODIFICATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
OF SPRING HOLLOW SUBDIVISION

This Instrument Prepared By
MICHAEL C. MURPHY
McDavid A. Murphy
200 North Main Street
Lake City, Florida 32058

DATED THIS 23 day of February, 1978.

WHEREAS, JOHN L. GIEBEIG, JR., FRANK A. TODD, III, and JAMES
LEE and SUZANNE McDUFFIE, owners of Lots 18 and 19, GORDON P.
and SUSAN SUMMERS, owners of Lots 22 and 23, WILLIAM D. and
BARBARA McDUFFIE, owners of Lots 24 and 25, and JOE B. and GERALDINE
FIELDS, owners of Lots 62 and 63, are the owners of all lots shown
on the plat of SPRING HOLLOW SUBDIVISION, recorded in Plat Book 4,
Pages 19-19A, Columbia County public records; and

WHEREAS, WILLIAM BASCOM NORRIS and GWENDOLYN G. NORRIS, his
wife, and the STATE EXCHANGE BANK are the holders of a lien on the
property in said subdivision; and

WHEREAS, it is the desire of the owners and mortgagees that
the protective covenants and the restrictions encumbering SPRING
HOLLOW SUBDIVISION recorded in Official Record Book 349, Pages
96-100, as amended at Official Record Book 378, Pages 492-494,
be modified and some additions made thereto; said modifications and
additions to run with the title to the aforesaid lots as do the
original protective covenants and restrictions, and amended pro-
jective covenants and restrictions;

NOW THEREFORE, in consideration of the premises and for other
good and valuable considerations the parties hereto do hereby for
themselves and their successors and assigns modify and add to the
foresaid protective covenants and restrictions, said additions and
modifications to run with the title to said lands until December
1, 2001, at which time said modifications and additions shall
terminate except as otherwise provided herein; as follows:

1. Paragraph 6 of said amended restrictions is modified to
provide as follows, to-wit: "No more than 42 residential dwellings
shall be constructed in said subdivision."

IN WITNESS WHEREOF, the parties hereto have caused these
instruments to be executed this 23 day of February, 1978.

Witnessed in the presence of:

James H. Brown
Barbara K. Kelly
to Giebeig and Todd

John L. Giebeig, Jr.
Frank A. Todd, III

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OFFICIAL RECORDS