

Declaration of Restrictions and Protective Covenants
for
Chinquapin Shores
OFFICIAL RECORDS

An unrecorded subdivision grandfathered by the Columbia County Commission.

THIS DECLARATION dated July 2nd, 1996 is made by Kenneth W. Robinson and Sherron G. Robinson (DEVELOPER), the owner of the simple title to the following property located in Columbia County, Florida, herein referred to as Chinquapin Shores, an unrecorded subdivision: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that the 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 (hereinafter referred to as the ("Protective Covenants")). 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 their lifetime, shall be for the benefit of a limitation upon all present and future owners of said lots or any part thereof.

1. The lots subject to this declaration shall be used for residential living only and no commercial building may be erected on any lot without the developer's written consent. No billboards or advertising signs shall be erected or displayed on any lot, except such signs as may be reasonably required for sale purpose.

2. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than seven hundred (700) square feet. Manufactured homes are allowed, provided they are not more than 3 years old when placed on the lot; provided they contain no less than seven hundred (700) square feet and are constructed with vinyl lap siding with asphalt shingle roofs (non metallic in nature). All manufactured homes or mobile homes must be underpinned with block, stucco, brick, or approved vinyl skirting within 45 days of set up and must be maintained in a neat and orderly fashion. Not more than one (1) family shall be

allowed to occupy the residence on any lot and no such structure shall be more than two (2) stories in height.

3. No lot located within Chinquapin Shores shall be subdivided to contain more than one (1) dwelling on the property. It being specifically restricted that each lot shall contain only one dwelling unit, unless otherwise approved by Developer in writing.

4. Any detached utility or pump house or barn placed, erected, or constructed upon any lot shall match the residential unit in color and shall be architecturally compatible with the residential unit.

5. Prior to construction or set up of any dwelling, the owner must receive written authorization of compliance from the Developer or his agent. The owner must also receive written approval of the color of the dwelling from the Developer or his agent. The Developer must respond within fifteen (15) days of this written request, either accepting or rejecting same, or approval by the Developer shall not be necessary. Any dwelling erected with the Developer's authorization or erected when the Developer fails to respond to the written request, shall not violate any of the restrictions herein contained.

6. Except as otherwise permitted in this paragraph 6, no fence shall be erected upon any or facing any front street lot line, lot or portion thereof, unless constructed with 1 X 6 creosote or other treated lumber or chain link type wire or constructed with split rail fence. No fence shall exceed five (5) feet in height and all wood fence posts shall be creosote or other treated material and shall be no less than four (4) inches and no more than six (6) inches in diameter. No barbed wire may be used for or in conjunction with any fencing. Privacy or security fences constructed with either lumber or chain link may be erected, not to exceed six (6) feet in height, to enclose a swimming pool or spa. A dog kennel may be enclosed with chain link fence not to exceed six (6) feet in height.

7. Travel trailers, campers, motor homes, and tents shall not be permitted on any lot. However, an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his land.

8. Only household or domestic pets kept on any lot. Notwithstanding the foregoing, no animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any lot for any commercial use or purpose. This provision shall be constructed to allow no more than two dogs or cats, provided that such pets or animals are neither dangerous nor a nuisance to the neighboring property owners. If any pet or animal shall become dangerous or an annoyance or nuisance to the owners of the other lots they may not, thereafter, be kept on the lot.

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

10. Nothing shall be done or maintained on any lot which may become an annoyance or nuisance to the neighborhood. No immoral, improper, or unlawful use shall be made of the property and all valid laws, zoning ordinances and regulations or governmental agencies having jurisdiction thereof shall be complied with. No clotheslines for the purpose of hanging and drying clothes or for any other purpose shall be permitted to be constructed, erected, or maintained on any lot within 100 feet of the front lot line. No trash, garbage, or other refuse shall be thrown or dumped on any street or vacant lot or be permitted to be maintained on any lot. No junk of any nature, including junk automobiles, machinery, or appliances shall be permitted to be kept or maintained on any lot. Trash, junk, garbage, and abandoned automobiles may be removed by the Developer from any lot at the sole expense of the owner of said lot if such is not removed by the owner within thirty (30) days from receipt of written notice from the Developer mailed to the owner by certified or registered mail.

11. No weeds, underbrush, or other unsightly vegetation shall be permitted to grow or remain upon any lot within 225 feet of street lot line, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

12. All lots and all portions of the property and any improvements placed thereon shall at all times be maintained in a neat, attractive, and orderly manner, including maintenance of plants, plant beds, trees, and turf.

13. 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 July 2, 2006, at

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which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Any such change shall be placed on public record and require not less than fifty-one percent (51%) of the signatures of the then lot owners.

14. Violations or breach of any covenant, condition, or restrictions herein contained shall give the Developer and/or owner or owners of lots, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of litigation shall be borne by the then owner of the subject property, provided such proceedings result in a finding that such owner was in violation of this declaration. Expense of litigation shall include reasonable attorney's fees incurred by Developer and or any lot owner or both in seeking such enforcement.

15. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built or placed on any lot in the subdivision, any structure which is in violation of the restrictions and Protective Covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the sole expense of the owners, and such entry or 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 any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

16. Developer may include in any contract or deed or other instrument hereafter made, which conveys any interest in any lot, additional covenants and restrictions which are not inconsistent with, and which do not lower the standard of, the covenants and restrictions contained in this declaration.

17. This declaration may be amended at any time after the declaration is recorded to change, alter, or resend any of the covenants, conditions, and restrictions contained herein, provided the amended must be approved in writing by the owner or owners owning fifty-one percent (51%) or more of the lots included in this declaration

as of the date of said amendment, change alteration, cancellation or release provided; however, and notwithstanding, the foregoing, so long as Developer is the owner of any lot subject to this declaration or amendment thereto, Developer shall have the right to amend, change, alter, cancel, or release any and all of the restrictions herein contained. So long as Developer is the owner of any lot subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's expressed written consent. Anything herein to the contrary notwithstanding, this declaration may be amended at any time to change, alter, or resent any of the covenants, conditions, and restrictions contained herein upon the written approval by the owners of all the lots included in this declaration.

18. When a building has been erected or construction thereof substantially advanced, and is situated on any lot or lots in such a manner that the same constitutes a violation or violations of these restrictions, Developer shall have the right, at any time to waive and release such lot from the provisions and requirements of these restrictions.

19. Invalidation of any one of the covenants, conditions, or restrictions in this declaration by judgment or court order, in no way shall affect any of the other provisions, which shall remain in full force and effect.

20. Wherever used, the singular shall include the plural and the singular, and the use of gender shall include all genders.

21. This declaration shall become effective upon its recordation in the public records of Columbia County, Florida.

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IN WITNESS WHEREOF Kenneth W. Robinson and Sherron G. Robinson as developers has caused those restrictions to be executed the day and year first above written.

By Kenneth W. Robinson
Kenneth W. Robinson
By Sherron G. Robinson
Sherron G. Robinson

Rob. Knowl

Signed sealed and delivered
in the presence of

Diana Wilkerson witness
John [unclear] witness

State of Florida
County of Columbia

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I hereby certify that on this day, before me appeared Kenneth W. Robinson and Sherron G. Robinson as owners and developers of said property, and that they severally acknowledged executing this instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them as owners of said property.

Witness my hand and official seal in the County of Columbia and State of Florida this 7th day of August, 1996.

[Signature]
Notary Public

(Notarial Seal)



96-11217

