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SEE Order Authorizing Sale AS RECORDED IN  
OFFICIAL RECORD BOOK 453 PAGE 601

SEE Amendment AS RECORDED IN  
OFFICIAL RECORD BOOK 292 PAGE 252

BOOK 228 PAGE 402

RESTRICTIVE AND PROTECTIVE COVENANTS FOR BENTWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, KATHERINE N. DIETRICH is the owner and developer, hereinafter referred to as "Developer", of the real property situated within Suwannee County, Florida, particularly described as follows, to-wit:

Part of the SW 1/4 of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida, being more particularly described as follows: For Point of Beginning, commence at the Northwest corner of said SW 1/4; thence run North 88°38'06" East along the North line of said SW 1/4, a distance of 2614.44 feet to the Northwesterly right-of-way line of State Road No. 51 (100 foot right-of-way); thence run South 45°05'46" West along said Northwesterly right-of-way line, a distance of 1694.66 feet; thence run North 44°54'14" West, a distance of 880.00 feet; thence run South 45°05'46" West, a distance of 605.00 feet; thence run South 44°29'09" West, a distance of 449.02 feet; thence run North 53°04'15" West, a distance of 53.54 feet to the West line of said SW 1/4; thence run North 00°17'26" West along said West line, a distance of 1225.98 feet to the Point of Beginning;

and said property has been subdivided and made into a subdivision known as "Bentwood Estates", a plat thereof appearing of record in Plat Book 1, page 273, public records of Suwannee County, Florida; and

WHEREAS, the Developer desires that said property above described be made subject to reservations and restrictions for the mutual benefit and protection of herself and persons and entities that may hereafter purchase or acquire any interest in said property or any portion thereof.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby declare said property to be subject to the following restrictions, reservations and conditions and binding upon the Developer and each and every person and entity who shall or which shall hereafter become the owner of said property or any portion, lot, or parcel thereof, and their heirs, grantees, successors and assigns, to-wit:

1. RESIDENTIAL PURPOSES. Each lot in Bentwood Estates subdivision shall be used only for residential purposes, and no

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Airth, Sellers & Lewis  
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Live Oak, Florida 32060

LLERS & LEWIS  
EYS AT LAW  
TH OHIO AVE.  
FFICE BOX 8  
FLORIDA 32060  
1362-1411

OFFICIAL RECORD BOOK  
000688  
FILED IN THE OFFICE OF  
THE CLERK OF THE CIRCUIT  
COURT OF SUWANNEE  
COUNTY, FLORIDA  
FEB 4 3 57 PM '82  
AND RECORDED  
RECORDED  
BY JERRY A. [unclear]  
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228 PAGE 402  
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structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. Detached buildings, such as private garages or storage buildings, may be erected on the premises for use only in connection with and to serve the single-family dwelling. Such outbuildings shall be limited to a total number of two (2) for each lot and shall be located to the rear of the principal dwelling.

2. FURTHER DIVISION AND SINGLE-FAMILY UTILIZATION. Not more than one (1) single-family dwelling may be erected on Lots 1 through 10 of Bentwood Estates subdivision. Lots 1 through 10 shall not be in any manner divided or subdivided. Lots 11 through 18 may be divided into two (2) equal lots provided each half lot has a minimum of one hundred (100) feet of road frontage and has access to utilities.

3. TEMPORARY FACILITIES. Travel trailers, campers and motor homes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed seven (7) consecutive days at any one time.

4. MINIMUM SIZE OF RESIDENCE. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than one thousand two hundred (1,200) square feet.

5. CONSTRUCTION. All permanent structures shall meet or exceed current building codes and shall not be distractful to the neighborhood.

6. MOBILE HOMES PROHIBITED. Mobile homes shall not be permitted in Bentwood Estates subdivision.

7. SETBACK ZONE OR INSULATION AREAS. No residence, structure or other improvements shall be erected or maintained on any of said lots nearer than seventy five (75) feet to the front lot line or side street line nor nearer than thirty (30) feet to the side lot line.

8. COMMERCIAL, NOXIOUS OR OFFENSIVE ACTIVITIES. No trade or business, with or without a license, nor any noxious or offensive activity shall be permitted upon the above described lands nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners of any other property within the bounds of the subdivision.

9. ANIMALS. No animals or fowl shall be kept, housed, maintained or permitted to remain upon any lot or lots covered by these restrictions excepting only household pets, reasonable in number.

10. TRASH, JUNK, GARBAGE. Trash, junk, garbage, debris and abandoned or immobile automobiles shall not be located at any time on any lot in the subdivision and the owner of each lot is responsible for preventing the violation of this covenant upon his property.

11. HUNTING AND DISCHARGE OF FIREARMS. No hunting of any type shall be permitted within the subdivision. The discharge of firearms and the shooting of a bow and arrows is prohibited.

12. SIGNS. No billboards or advertising signs shall be erected or displayed within the subdivision except such signs, not exceeding twenty-four inches by thirty-six inches (24" x 36") in size, as may be reasonably necessary for lot resale purposes.

13. OUTDOOR SANITARY FACILITIES. Outdoor sanitary facilities are prohibited.

14. UTILITIES. All utilities shall be underground. The Developer has furnished primary service at Developer's cost. The lot owner shall pay all costs of secondary service.

15. EASEMENTS. All lots within the subdivision are provided with and are subject to utility easements as set forth on the recorded plat of Bentwood Estates subdivision.

16. MOVING OF BUILDINGS. Moving of buildings or houses onto any lot in Bentwood Estates subdivision is prohibited.

17. TERM. The covenants, restrictions and conditions contained herein shall run with the land and shall be binding on all

persons and parties now or hereafter owning any property in the above described subdivision and on their tenants or lessees and on their grantees, heirs, assigns and successors for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless the instrument amending, modifying or abolishing these covenants, restrictions and conditions is signed by a majority of the then owners of the lots in this subdivision and is recorded.

18. ENFORCEMENT. If any person or party now or hereafter owning any property in the above described subdivision shall violate or attempt to violate any of the covenants, restrictions or conditions set out in this instrument, it shall be lawful for any other person or party owning any real property situated in the subdivision to prosecute any proceedings at law or in equity, or both, against the person or party violating or attempting to violate any such covenant, restriction or condition and either to prevent him or them from so doing or to recover damages or dues for said violation. The person or party violating or attempting to violate any one or more of said covenants, restrictions or conditions shall pay all costs and attorneys' fees incurred before, during or after trial and on appeal as a result thereof.

19. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. PRESERVATION OF REMEDY. 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 a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

21. SERVITUDE. The foregoing covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands in the subdivision and shall inure for the benefit of

and be binding upon all persons and parties now or hereafter owning any property in the subdivision.

22. AGREEMENT BY SUBSEQUENT GRANTEEES. These restrictive and protective covenants for Bentwood Estates subdivision shall be recorded in the public records of Suwannee County, Florida, and will thereby give constructive, if not actual, notice to all persons and parties; by reason thereof, all persons or parties acquiring any interest in this subdivision agree to comply with and conform to the restrictions, covenants and conditions set out herein.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 3 day of February, 1982.

Signed, sealed and delivered in the presence of:

S. C. Sullivan  
Alenda D. McGill

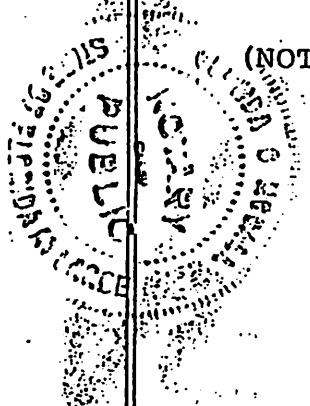
Katherine N. Dietrich (SEAL)  
KATHERINE N. DIETRICH

STATE OF FLORIDA  
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 3rd day of February, 1982, by KATHERINE N. DIETRICH.

(NOTARIAL SEAL)

Alenda D. McGill  
Notary Public  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
My Commission Expires JAN. 19 1983  
BONDED THRU GENERAL INS. UNDERWRITERS



AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS  
FOR BENTWOOD ESTATES

WHEREAS, KATHERINE DIETRICH, is the owner of Lots 5, 6, 7, 10, 11, 15 and 16, in BENTWOOD ESTATES, a subdivision of a part of the SW 1/4 of Section 33, Township 2 South, Range 13 East, according to the plat thereof recorded in Plat Book 1, page 273, public records of Suwannee County, Florida; and

WHEREAS, the following named persons are the respective owners of all of the remaining lots in BENTWOOD ESTATES, to-wit:

- Stephen E. Noyes and Jacqueline C. Noyes, husband and wife Lot 17
- Lennard B. Register, III and Carla D. Register, husband and wife Lots 1, 2, 3 & 18
- Russell G. Grinnell and E. Joyce Grinnell, husband and wife Lot 4
- Wiley C. Garland, Jr. & Malinda Sue Sheffield Lot 14
- Paul E. Broyles and Carole D. Broyles, husband and wife Lot 13
- John Q. Boatright and Kathy W. Boatright, husband and wife Lot 9
- Allen A. Baldwin and Betty J. Baldwin, husband and wife Lot 8
- N. Shannon Day Lot 12

and

WHEREAS, KATHERINE DIETRICH, by Restrictive and Protective Covenants for Bentwood Estates dated February 3, 1982, and filed for record February 4, 1982, in Official Record Book 228, pages 402-406, public records of Suwannee County, Florida, has adopted certain land use restrictions on all of the lots in BENTWOOD ESTATES; and

WHEREAS, the above named owners of lots in BENTWOOD ESTATES now desire to amend paragraph 2 of said Restrictive and Protective Covenants for Bentwood Estates;

NOW, THEREFORE, each of the undersigned owners of lots in BENTWOOD ESTATES, in consideration of the premises, agree to amend the Restrictive and Protective Covenants for Bentwood Estates dated February 3, 1982, and filed for record February 4, 1982, in Official Record Book 228, pages 402-406, public records of Suwannee County, Florida, as follows:

Paragraph 2 of said Restrictive and Protective Covenants is amended to read as follows:

Order Authorizing Sale AS RECORDED IN  
OFFICIAL RECORD BOOK 453 PAGE 601

Order of Personal Representative AS RECORDED IN  
OFFICIAL RECORD BOOK 453 PAGE 607

THIS INSTRUMENT PREPARED BY:  
JOHN H. PARKER, III  
AIRTH, SELLERS, LEWIS & DECKER  
POST OFFICE DRAWER 8  
LIVE OAK, FLORIDA 32060

Not more than one (1) single-family dwelling may be erected on Lots 1 through 10 of Bentwood Estates Subdivision. Lots 1 through 10 shall not be in any manner divided or subdivided. With the exception of Lots 16 and 17, Lots 11 through 18 may be divided into two equal lots provided each half lot has a minimum of one hundred (100) feet of road frontage and has access to utilities. The East 81 feet of Lot 16 may be divided from the remainder of said Lot 16, provided that said East 81 feet be conveyed only to the record owner of Lot 17, and further provided that title to said East 81 feet shall thenceforth remain titled in the same person(s) having title to Lot 17. The remainder of Lot 16 shall not be further subdivided.

Except as hereinabove amended, the Restrictive and Protective Covenants for Bentwood Estates dated February 3, 1982, and recorded February 4, 1982, in Official Record Book 228, pages 402-406, public records of Suwannee County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, KATHERINE DIETRICH, STEPHEN E. NOYES and his wife, JACQUELINE C. NOYES, LENNARD B. REGISTER, III, and his wife, CARLA D. REGISTER, WILEY C. GARLAND, JR. and MALINDA SUE SHEFFIELD, PAUL E. BROYLES and his wife, CAROLE D. BROYLES, JOHN Q. BOATRIGHT and his wife, KATHY W. BOATRIGHT, RUSSELL G. GRINNELL and his wife, E. JOYCE GRINNELL, ALLEN A. BALDWIN and his wife, BETTY J. BALDWIN, and N. SHANNON DAY, have caused these presents to be signed in their names, and their seals to be hereunto affixed, this 1st day of November, 1985.

Signed, sealed and delivered in the presence of:

S. C. Sullivan

Katherine N. Dietrich (SEAL)  
KATHERINE N. DIETRICH

Mitchell F. Dietrich  
As to Katherine N. Dietrich

S. C. Sullivan

Stephen E. Noyes (SEAL)  
STEPHEN E. NOYES

Glenda D. McCall  
As to the Noyeses

Jacqueline C. Noyes (SEAL)  
JACQUELINE C. NOYES

Albert Wilson II

Lennard B. Register, III (SEAL)  
LENNARD B. REGISTER, III

S. C. Sullivan  
As to the Registers

Carla D. Register (SEAL)  
CARLA D. REGISTER