

DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
COUNTRY BREEZE

This Declaration of Restrictions and Protective Covenants (referred to in this instrument as the "protective covenants") is made by **DANIEL CRAPPS AND RONALD D. POOLE** (referred to in this instrument as "Developer"), who owns the real property subject to these protective covenants which property includes the following lands:

Country Breeze according to the plat thereof recorded in Plat Book 1 Page **511** of the public records of Suwannee County, Florida.

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 hereafter 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 Developer. These restrictions and protective covenants, during their lifetime, shall be for the benefit of and land a limitation upon all present and future owners of that above-described real property.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

1. "Developer" means Daniel Crapps and Ronald D. Poole and their successors and assigns.
2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with exception of any common areas.
3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

4. "Owner" shall mean the record owner, other than Developer, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

5. "Subdivision" shall mean the subdivided real property herein before described.
6. "Properties" shall mean the land contained in the above entitled subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Suwannee County, Florida, or a substantially similar Declaration recorded in said public records.
7. "Dwelling" or "Residence" shall mean an individual site-built single family home.

ARTICLE II
ARCHITECTURAL CONTROL

1. **RESIDENCE SIZE** - Only site-built single family homes containing not less than 1,500 square feet of climatized area, excluding any garage space, whether or not climatized, may be erected on any subdivision lot.

ARTICLE III
USE RESTRICTIONS

1. **RESIDENTIAL USE** - The subject lots shall be used solely for site-built single family residential dwellings.
2. **EASEMENTS** - Easements for installation and maintenance of utilities for ingress and egress thereto are reserved as shown on the plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic or prevent the maintenance of utilities. However, sod, ornamental shrubs and fencing may be placed on said easements, but if it is necessary for such plants and fences to be removed for installation or repair of utilities, then such removal shall be at the owner's expense.
3. **CULVERTS AND DRIVEWAYS** - Culverts and driveways are to be constructed in such a way as to not alter or restrict the flow of water along ditch and roadways.
4. **NUISANCES** - No noxious, offensive, or hazardous activities shall be maintained upon the properties, nor shall anything be allowed thereupon which may be or become an annoyance or nuisance.
5. **SIGNS** - Developer may install signs on property of appropriate size for the purpose of marketing said property. Owner of lots shall be allowed two types of signs to be placed on lot. One type would be a real estate sign no larger than 24" x 24" that could be placed on lot during period in which lot is for sale. The second type of sign would be for the purpose of the owner placing the name of his homestead on a sign. At no time should this sign be larger than 24" x 24" and said sign shall be of neat and professional quality.

6. **PETS AND LIVESTOCK** - No swine or pot-bellied pigs shall be raised, bred, or kept on any lot. Farm animals, horses, poultry, cats, dogs and household pets shall be allowed, provided that they are not kept or maintained for any commercial purposes, and provided that they do not run loose without leash outside of owner's lot, or otherwise cause an annoyance or nuisance. In the event that farm animals, poultry, cats, dogs and household pets are kept on any lot, they shall be kept in such a way as to assure that they do not create a nuisance through noise, odor, insect infestation, or any health hazard. The animals shall be well maintained at all times and be given the best care reasonable available taking into consideration that they are being kept in a rural residential subdivision. Any shelter provided for animals shall be neat in appearance and shall in no way distract from the over-all appearance of the subdivision. If any farm animals, poultry, or household pets become a danger to other animals or persons, or becomes a nuisance or annoyance to other lot owners, they shall be removed from the property. Any animal shelter is to be located 75 feet from any lot line.
7. **PIT BULLDOGS AND HUNTING DOGS** - Pit bulldogs are not allowed in **Country Breeze**. Hunting dogs are not to be kept in large quantities as to cause a nuisance through noise or odor to other lot owners.
8. **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 arrow are prohibited.
9. **GARBAGE** - No household garbage, refuse trash, or other waste materials shall be allowed to accumulate and become unattractive on any said lot.
10. **REFLECTIVE MATERIALS** - No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any window or door.
11. **FENCING** - All fencing must be approved by Developer prior to construction. At no time shall barb wire be used as fencing.
12. **COMMERCIAL TRUCKS, TRAILERS, CAMPERS, BOATS** - No semi-trucks or trailers shall be parked on any street shoulders at any time. At no time shall semi-trucks be a nuisance by noise or causing obsessive wear on road system in subdivision. All other trucks, farm equipment, commercial vehicles, campers, motor homes, boats, house trailers, boat trailers, other trailers, and hobby or recreational vehicles of every other description must be parked or stored in the rear of the lot. No inoperable cars, trucks, farm equipment are to be stored on any lot. The only exception is for construction trailers during the periods of approved construction on the lots.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles (pickup, delivery and other commercial services) or for temporary parking of recreational vehicles owned by persons visiting an owner for no more than a 30-day period.

13. **MOBILE OR MODULAR HOMES** - No mobile homes or modular homes shall be constructed or otherwise placed on any lot in the subdivision.
14. **OUTBUILDINGS** - All outbuildings and shelters shall be constructed on lot as to not distract from general appearance of the subdivision. All outbuildings and shelters shall be kept in good repair. Semi-trailers are not to be used as outbuildings or storage units.
15. **PROMPT CONSTRUCTION COMPLETION** - The erection of any building or repair of any building shall be completed as promptly as possible with construction progressing without any interruption of work for more than 60 days. Should the owner leave such building in an incomplete condition for a period of more than nine (9) months, the Developers are authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete same at their sole discretion; and in either event, the expense incurred shall be charged against the owner's interest therein and shall be an enforceable lien upon the land and premises involved.
16. **EFFECT ON DEVELOPER** - Unless specific exceptions provide otherwise, the provisions of this Article III shall apply to the Developer, its transferees, its employees, contractors and sub-contractors in developing the properties.
17. **LAND USE REGULATIONS** - All lots in the subdivision are subject to the land use regulations of Suwannee County, Florida.
18. **ACCESS** - No part of any lot shall be used to provide vehicular access to any parcel of land which is not a part of **Country Breeze** subdivision.

ARTICLE IV
GENERAL PROVISIONS

1. **DURATION** - The covenants and restrictions of this Declaration shall run with the land comprising the above-entitled subdivision, and shall inure to the benefit of, and be enforceable by the Developer or the owner of any land subject to this declaration, and their respective legal representatives, heirs, successors, and assigns for a term of 30 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then owners of at least two-thirds of the lots, which agreement shall be recorded among the public records of Suwannee County, Florida.

2. **NOTICE** - Any notice required to be sent to any owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the lot, or to the last known address, if not the lot, of the person who appears on the Developer's records as owner at the time of such mailing.
3. **ENFORCEMENT** - Enforcement of these covenants and restrictions shall be authorized by any owner or by the Developer, so long as the Developer is the owner of a lot, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the lot to enforce any lien created by these covenants; and failure by the Developer, or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover his reasonable attorney's fees and costs from the non-prevailing party in any action to enforce these covenants and restrictions, or foreclosure any lien arising hereunder.
4. **ADDITIONS AND AMENDMENTS** - Developer reserves and shall have the sole right to amend these restrictions and protective covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made, additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the covenants and restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this declaration may be amended only upon the execution and recordation of any instrument executed by:
 - A. Developer, for so long as he holds title to any lot affected by this declaration; or alternatively
 - B. by owners holding not less than two-thirds of the total lots, provided that so long as the Developer is the owner of or holds an interest in any portion of the properties affected by this Declaration, the Developer's written consent must be obtained.
 - C. No lot owner may impose any additional covenants or restrictions on the properties without the written consent of Developer.
5. **SEVERABILITY** - Invalidation of any one of these covenants or restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

6. **SUBORDINATION** - No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 26 day of Jan, 2005.

Signed, sealed and delivered
in the presence of:

Lisa Hicks
Witness Signature

Daniel Crapps
Daniel Crapps

Lisa Hicks
Printed Name

Patty Nunley
Witness Signature


Ronald D. Poole
Ronald D. Poole

Patty Nunley
Printed Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 26 day
Jan, 2005 by **DANIEL CRAPPS**, who is personally known to
me and who did not take an oath.


Vera Lisa Hicks
Notary Public
My Commission Expires 8-23-06

 Vera Lisa Hicks
My Commission DD131707
Expires August 23, 2006

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing instrument was acknowledged before me this 27th day
January, 2005 by **RONALD D. POOLE**, who is personally known
to me and who did not take an oath.

Ronald D. Poole
Notary Public
My Commission Expires 3-6-06

 **S. BUZBEE**
MY COMMISSION # DD 097602
EXPIRES: March 6, 2006
Bonded Thru Notary Public Underwriters