

PLAT 207 - PG 223

DECLARATION OF RESTRICTIONS

FOXWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BILLY D. HATCHER, being the owner of Foxwood Estates, a subdivision located in Gadsden County, Florida, and more particularly described as follows:

Commence at the Southwest corner of Section 27, Township 3 North, Range 2 West, Gadsden County, Florida and run N. 89 degrees 26 minutes E. 336.03 feet to a point on the West right-of-way line of S. R. S-159, thence N. 8 degrees 59 minutes W. 198.50 feet along said road to the POINT OF BEGINNING, thence S. 49 degrees 58 minutes W. 787.88 feet to a point in the center of a small branch, thence along the center of said branch as follows, N. 2 degrees 49 minutes W. 32.88 feet, thence N. 27 degrees 51 minutes W. 194.04 feet, thence N. 17 degrees 06 minutes W. 155.90 feet, thence N. 50 degrees 17 minutes W. 302.10 feet, thence N. 21 degrees 49 minutes 20 seconds W. 283.55 feet, thence N. 60 degrees 00 minutes W. 216.13 feet, thence N. 47 degrees 58 minutes W. 135.30 feet, thence N. 15 degrees 16 minutes W. 78.60 feet, thence leaving said branch run N. 65 degrees 08 minutes W. 60.80 feet to a point on the West boundary of the East half of the Southeast quarter of section 28, Township 3 North, Range 2 West, thence N. 0 degrees 19 minutes W. 793.40 feet along said forty line to a point in the center of Salem Branch, thence meander Northeasterly 1200.00 feet more or less along the center of said Salem Branch to its intersection with the Southwesterly right-of-way line of S. R. S-159, thence S. 53 degrees 24 minutes E. 98.50 feet along said road to a point, thence Southeasterly along a curve concave to the West, having a radius of 1007.14 feet and a central angle of 39 degrees 35 minutes, an arc distance of 695.52 feet along said road to a point, thence S. 76 degrees 11 minutes W. 15.00 feet to a point, thence Southeasterly along a curve concave to the West, having a radius of 992.14 feet and a central angle of 4 degrees 50 minutes, an arc distance of 83.67 feet along said road to a point, thence S. 8 degrees 59 minutes E. 561.60 feet along said road to a point, thence N. 81 degrees 01 minutes E. 15.00 feet to a point, thence S. 8 degrees 59 minutes E. 1333.00 feet along said road to the point of beginning. Containing 63.20 acres more or less and being a part of the Southwest quarter of section 27, a part of the Southeast quarter of Section 28 and a part of the Southeast quarter of the Northeast quarter of section 28, all in Township 3 North, Range 2 West, Gadsden County, Florida, as recorded in Plat Book 1 of the Public Records of Gadsden County, Florida.

makes the following Declaration of Restrictions covering the above-described real property, specifying that this

207 ~~224~~

declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit-of and limitation upon all present and future owners of the real property.

1. No mobile home shall be placed on any lot unless such mobile home has been manufactured by a company regularly engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the placing of any "homemade" mobile home on any of the aforesaid lots. All mobile homes must be approved by the Architectural Control Committee.

2. The bottom outside edge of a mobile home, within sixty (60) days after placing the mobile home on a lot, must be skirted with materials to be approved by the Architectural Control Committee.

3. No mobile homes will be allowed on Lots 1, 2, 3, 4, 5, 6, 7, or 8 and Lots 24, 25, 26, 27, 28, 29, 30, 31, or 32.

4. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision, or to the general public.

5. No commercial advertising or display signs shall be permitted within the subdivision, except that the Subdivider or its agents, may erect such temporary advertising and display signs as may reasonably be required for development and sale of the lots. The individual lot owner may erect for rent or sale signs providing they are first approved by the Architectural Control Committee. No commercial activity shall be conducted which will create auto traffic, requires outside signs or creates noise or other disturbances.

it's 207 w:225

6. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the Subdivider, or owning or residing on any lot and shall be binding for a period of twenty (20) years from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically expire unless extended or modified for a successive period of twenty (20) years by an instrument signed by a majority of the then owners of the lots in said subdivision and recorded in the public records of Gadsden County, Florida.

7. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

8. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment of court order shall in no wise affect the other provisions thereof, which shall remain in full force and effect.

9. If any lot owner or lessee or other persons in possession of any said lots shall violate or attempt to violate any of the covenants, conditions and reservations herein, it shall be lawful for any other person or persons owning real property in said subdivision, or the Subdivider, to prosecute any proceeding at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions or reservations, either to prevent him or them from doing so, or to recover damages or any proper charges for such violation. Costs of such proceedings including a reasonable attorney's fees, shall be paid by the party losing said suit to the prevailing party. No suit shall be instituted against the lot owner unless a written statement giving the particulars of the alleged cause of action containing a notice of

intention to sue, be mailed or delivered to such lot owner at least thirty days before said suit is instituted. This paragraph shall be considered as a condition precedent to bringing of any lawsuit against a lot owner in all courts of law. In the event subdivider or designee bring a suit to enforce any of the covenants contained herein, the lot owner or lessees of lots affected agree to pay Subdivider a reasonable attorney's fee and all costs of such suit.

10. The failure of Subdivider or its designee to enforce any restriction, covenant, condition and/or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

11. 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 be kept in a clean and sanitary condition.

12. The Architectural Control Committee is composed of BILLY D. HATCHER and ROBERT C. HARRELL. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

13. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the

04 207 227

Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 12th day of April, 1976.

Witnesses:

Robert C. Havel
Virginia Ann Havel
As to Billy D. Hatcher

Billy D. Hatcher (SEAL)
BILLY D. HATCHER

STATE OF FLORIDA,
COUNTY OF LEON.

THE FOREGOING INSTRUMENT was acknowledged before me on this 12th day of April, 1976, by Billy D. Hatcher.

Robert C. Havel
NOTARY PUBLIC
My commission expires:

[Faint, illegible text]

FILED: 29.76- 9.46 a.m.
IN TALAMON COUNTY, FLORIDA
REG. NO. 76664
Recorded on G.R. BOOK 207
PAGE 223 AND VERIFIED
EDWIN MAUR, Clerk of Court
By Hess B. Simpson
Clerk of Court