

INDEXED: 362  
BK0222PG0576

ADMITTED TO RECORD  
95 FEB -2 AM 9:49

JACKIE R. DARROW, CLERK  
GILCHRIST COUNTY, FLA.

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

BELL FOREST

AS PER PLAT BOOK 3, PAGES 31 & 32

THIS Declaration of Restrictions and Protective Covenants (referred to in this instrument as the "Protective Covenants"), is made by Dennis Cox and Yvonne Harrell, (referred to in this instrument as the "Developer"), the owner of the real property subject to these Protective Covenants, which property is described with more particularly as:

All lots located in BELL FOREST, a subdivision, as per the plat thereof recorded in Plat Book 3, Pages 31 and 32, of the Public Records of Gilchrist County, Florida, (all of the foregoing lands collectively referred to in this instrument as "the Property").

NOW, THEREFORE, in consideration of the premises and the covenants contained in this instrument, the Developer hereby declares that the Property will be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in this instrument. These Protective Covenants are a covenant running with the Property and are binding on the Developer and on all persons deraining title through the Developer. These restrictions and Protective Covenants, during their lifetime, are for the benefit of and are a limitation on all present and future owners of the Property. The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County or other governmental policies or ordinances affecting land use and other matters. All owners of the Property agree and covenant to each other to abide by all such ordinances and policies. The Developer reserves the right to amend these covenants and restrictions for the purpose of curing any scrivener's error, ambiguity or inconsistencies.

1. All homes and outbuildings on the property must be constructed of new materials and in conformance with the Southern Building Codes and Gilchrist County building ordinances.

2. Mobile homes will be allowed, but must be double wides and cannot be over five (5) years old (by title) at time of placement. All mobile homes must be skirted within 60 days of time of placement.

3. No commercial enterprises will be allowed.

4. No tractor-trailers may be parked or kept on the property.

5. No abandoned vehicles or appliances will be allowed.

6. TERM:

These Protective Covenants run with the title to all lots in the Development, and are binding upon Developer and all persons claiming by, through or under Developer for a period of twenty (20) years from the date these restrictions are recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument agreeing to change the Covenants in whole or in part executed by the majority of the lot owners is filed for record.

BK0222PG0577

ADMITTED TO RECORD

95 FEB -2 AM 9:49

JACKIE R. BARRON, CLERK  
GILCHRIST COUNTY, FLA.

7. VIOLATION:

The violation of these Protective Covenants shall give the Developer or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fee to the prevailing party's attorney, shall be paid by the owner found to be in violation.

8. AMENDMENT, RELEASE AND WAIVER:

This Declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3) of the lots; provided, that no amendment shall be effective without Developer's written consent, if the Developer is then an owner of a lot.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein-described, has been executed by the Developer named on the first page on the 24 day of January, 1995.

Signed, sealed and delivered  
in our presence as witnesses:

Johanna Jones  
Johanna Jones  
Eric Bryson  
Eric Bryson

Dennis Cox  
DENNIS COX, Owner  
Yvonne Harrell  
YVONNE HARRELL, Owner

STATE OF Fla  
COUNTY OF Ala

PERSONALLY APPEARED before me, the undersigned authority duly authorized to administer oaths and take acknowledgements in the State of Fla, DENNIS COX and YVONNE HARRELL, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal this the 24 day of January, 1995.

Patrick J. [Signature]  
Notary Public, State of Fla  
My Commission Expires [Date]



This instrument was prepared by:  
Robert Phillips  
90 North Main Street  
High Springs, Florida 32643