

15.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FELLOWSHIP ACRES a/k/a FELLOWSHIP FARMS**

KNOWN ALL MEN BY THESE PRESENTS, these Protective Covenants and Restrictions for certain lots in FELLOWSHIP ACRES, herein referred to as the "Declaration", were made and entered into this 8th day of December, 1998 by Sandy McBride, Trustee, hereinafter referred to as "Declarant".

WHEREAS, DECLARANT is the owner of a portion of that certain tract of land which has been platted as FELLOWSHIP ACRES, recorded in Plat Book S, Page 81 through 84, of the Public Records of Marion County, Florida, only of which said portion of that property identified as Blocks A, L, M, J, K and Q and Block B, Lot 1-3 and 13-16, Block H, Lot 1-7, and Block P, Lot 1-3, 11 & 12, and Block N, Lots 1 & 2 as platted shall hereinafter be referred to as "Property".

WHEREAS, DECLARANT desires to provide from the preservation and enhancement of the property values and amenities at the Property, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to maintain the desired character of the Property, and thereby to secure to each Property owner the full benefit and enjoyment of owner's property with no greater restriction upon the free and undisturbed use of owner's Property than is necessary to ensure the same advantages to other owners and desires to subject the Property to the Covenants, Restrictions, Easements and Liens combined in this Declaration, each and all of which is and are for the benefit of such Property and each owner of any portion thereof; and

NOW, THEREFORE, DECLARANT hereby declares the following restrictions and limitations on use and development, which shall bind each, any and all subsequent owners, whether holders of legal or equitable title or both, which shall constitute Covenants running with the Property.

DAVID R. ELLSPERHANN, CLERK OF CIRCUIT COURT
FILE: 98110010
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OR BOOK/PAGE: 2582/543
MARION COUNTY

1. As of the date noted above, the Property is zoned RR-1 (Rural Residential) which permits mobile, modular, and conventional homes with limited agricultural uses, PROVIDED MARION COUNTY, FLORIDA COUNTY ZONING AND COMPREHENSIVE PLAN REQUIREMENTS ARE SATISFIED AND PROVIDED NONE OF THE COVENANTS AND RESTRICTIONS NOTED HEREIN ARE VIOLATED.
2. No noxious or offensive activity shall be carried on or upon any portion of Property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
3. All conventional housing must contain a minimum of 1,000 square feet of living area, exclusive of garages, carports or porches.
4.
 - A. All mobile, manufactured, or modular homes shall not be less than 24 feet in width and 42 feet in length (1,000 square feet) exclusive of garages, carports or porches, and shall not be more than TWO (2) years old when erected, assembled or placed on property. All homes must have an attached carport or garage, installed or constructed within six months of home's placement on property, and sloping (not flat) shingled roofs.
 - B. Mobile, manufactured or modular homes more than TWO (2) YEARS OLD may be erected, assembled or placed on the Property only upon personal inspection and approval by Declarant or Declarant's successor(s) or assign(s).
 - C. All mobile homes must be on a permanent foundation and must be skirted, with one of the following approved materials immediately upon placement on the property:
 1. Concrete block with stucco finish
 2. Brick
 3. Stone
 4. Simulated brick or stone
 5. Overlapping wood or metal siding
 - D. All mobile homes must have hitches and wheels removed.
5. Residences will be limited to one per lot per recorded plat.
6. No structure or shelter shall be used for residential purposes except for conventional houses, mobile homes, modular or manufactured homes permitted above.

7. All conventional houses, garages, barns, stables, storage buildings must be constructed of new materials using concrete block, brick, stone, simulated brick or stone, wood or metal. Construction must be by skilled workmen in a workmanlike manner. Steps and or stoops must be concrete.
8. If the owner has a horse the property must be fenced at owner's expense with three or four board fence painted black. No other type of fencing is allowed except such three or four board fence may have no-climb horse wire fence attached thereto. All horses must be fenced off from the Owner's residence. If the owner does not have a horse, other conventional fences such as privacy fences, not exceeding six feet in height, chain link, picket fences, or other fences approved by the Developer or Assigns, may be installed. All fences must be of new materials at the time of installation and constructed and maintained in a skilled and workmanlike manner.
9. Property owner shall install at property owner's expense, as per Marion County specifications, a concrete apron at edge of paved roadway meeting their respective driveway entrances. Property owner may also be required to install culvert pipes where necessary. Information for driveway installation is available from the Marion County Engineering Department.
10. All residences and structures shall be constructed and mobile, modular or manufactured homes installed to comply with the then current Marion County, Florida set back requirements for RR-1 zoning or the following, whichever is more restrictive:

Interior tract set back for residence and private garage:

Front Property line set back	25 feet
Side Property line set back	8 feet
Back Property line set back	25 feet
Side Property line or corner lots	25 feet

Other detached structures:

Front Property line set back	50 feet
Side Property line set back	8 feet
Side Property line or corner lots	25 feet

Corner tract set back for residence and private garage:

Front Property line set back	25 feet
Side Property line set back	25 feet
Back Property line set back	25 feet

11. All water and septic systems shall meet state and county requirements.
12. Residences shall be maintained in good repair at all times, including painting, if necessary.
13. All garbage cans, satellite dishes larger than 18", pumps, fuel tanks and other storage tanks shall be placed in the back yard only and must be hidden from sight behind suitable screening or placed in underground receptacles.
14. Lot owners shall keep their lots mowed and in a neat, clean and orderly condition. All owners of vacant lots or absentee owners must arrange for grass to be mowed on a regular basis. In the event the owner fails to do so, Declarant reserves the right to enter upon said lot and care for same by removing rubbish and cutting the grass and to assess the owner a reasonable charge for same.
15. No automobile without current license plates or in inoperable condition, used lumber, building materials or other junk, trash or debris will be allowed to stand on or be accumulated on said lots. No semi/trailer or dump trucks shall be parked in the subdivision. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street.
16. No signs shall be erected by a lot owner on any street except name signs and "For Sale" signs (maximum 24" x 24") such as are commonly used by Realtors. Nothing contained herein shall be construed as prohibiting Declarant or its successor or assigns from erecting and maintaining advertising signs without restrictions as to size and a construction and/or sales office (without size or age limitation) upon the property until such time as all of the lots within the subdivision have been sold or to operate utility and other service businesses from said premises perpetually in said office.

- 17. No poultry, birds, livestock (except horses), or other animals shall be kept or raised on said premises other than household pets, which shall be limited in number to two dogs and two cats. HORSES WILL BE LIMITED TO ONE PER ACRE. All animals permitted to be maintained on any lot shall be kept and contained on and within owner's property.
- 18. No business, commercial enterprise, or activity of any kind shall be carried on or conducted from said lots except those activities that Declarant reserves in order to sell and develop the lots.
- 19. Nothing shall be placed on any part of a lot reserved for easements for private or public utilities which shall interfere with the construction, use or maintenance of said utilities or drainage. In the event any structure or vegetation interferes with the construction, maintenance or repair of any drainage or utility installation, the same may be removed by the utility company at the cost of the individual lot owner.
- 20. Noxious, offensive, immoral or illegal activity shall not be carried on or upon any lot, nor shall any act be committed thereon, which would constitute any annoyance or nuisance to the other residents of the subdivision.
- 21. The burning of trash is prohibited.
- 22. Declarant and/or his assigns reserves the right to make reasonable modifications, clarifications, changes and interpretations of all restrictions, and its determination shall be final.
- 23. If any person shall violate or attempt to violate or in any way fail to abide by any of these covenants and restrictions, it shall be lawful for any other person or persons owning any real property situated in said residential development to conduct such legal proceedings as are available to enforce obedience, to prevent continued violation, and to recover damages for such violation. The losing party shall pay court costs and attorney fees in any such litigation.

These Restrictions and Covenants shall run with the land for a period of thirty (30) years.

All rights, powers and privileges reserved to Declarant and/or his assigns, herein are severally assignable to the full extent of each.

Invalidation or removal of any of the provisions of these Restrictions and Covenants by court action, statute, ordinance or amendment shall in no way affect or diminish the effect of any of the other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned SANDY MCBRIDE, as Trustee, has executed the foregoing Declaration of Protective Covenants and Restrictions this 8th day of December, 1998.

Executed in our presence as witnesses:

Terri M. Jones
Mary C. Lytle

Sandy McBride (SEAL)
 Sandy McBride

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 8th day of December, 1998, by SANDY MCBRIDE, as Trustee.

Terri M. Jones
 Notary Public

(SEAL)

OFFICIAL NOTARY SEAL
 TERRI M JONES
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC475056
 MY COMMISSION EXP. JUNE 21, 1999



PREPARED BY AND RETURN TO:

Sandy McBride
 1553 SE Ft. King St.
 Ocala, FL 34471