

**STATEMENT OF RESTRICTIONS & PROTECTIVE COVENANTS**  
**FOR**  
**Three Rivers Estates, Columbia County**  
**Fort White, Florida**

BK 0733, PG 0144

The following Restrictions and Protective Covenants apply to the property herein conveyed as Units, 1, 1A, 2,3,4,5,6,7,8,9,10,11,12,14,17,18,19,20,21,22,23 and 24, Three Rivers Estates, a subdivision of subdivisions recorded among the official records of Columbia County, Florida exclusive of Lot 1AAA, Unit 11, which may be sold as a commercial lot for the sole purpose of serving the residential community of Three Rivers Estates.

The following Revised Declaration of Restrictions and Protective Covenants are hereby made by authority of and in accordance with paragraph no. 11 of the Statement of Restrictions & Restrictions of Three Rivers Estates, Inc., dated May 2, 1967, recorded in official record book 129, page 90.

1. ~~These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them until January 1, 2000, at which time said Protective Covenant shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the owners of the lots, it is agreed to change said covenants in whole or in part.~~
2. Violation or breach of any covenant, condition or restriction herein contained shall give the governing body and/or owner or owners of lots, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then owner or owners of the subject property, provided such proceedings result in a finding that such owner was in violation of this declaration. Expense of litigation shall include reasonable attorney's fees incurred by the governing body or any lot owner or both in seeking such enforcement.
3. 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.
4. All building structures, or other shelters of any description, either temporary or permanent, erected or placed on the premises, shall be of neat and attractive appearance, and shall be used solely and only for residential purposes and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling which may include mobile homes permanently attached to the property; provided, however, that no mobile homes shall be allowed on any river front lot. Accessory buildings, such as private garages or storage buildings, cabanas, servant's rooms or guestrooms, boathouses and docks, may be erected on the premises for use only in connection with and to serve the single-family dwelling. In the event of fire or other damage to any building, structure, or shelter, same shall not be allowed to remain in its damaged condition for longer than six (6) months.
5. No building, structure or shelter shall be erected or placed within one hundred (100) feet of the front line of any lot, unless necessary to be waived because of the topographical characteristics of lots.
6. Within six (6) months of construction or placing of any living quarters on the premises, septic tanks and facilities for inside toilets with running water must be installed and maintained in good operating condition.
7. All dwellings of any type shall have a living floor area, exclusive of open porches or garages of eight hundred (800) square feet or more. Any mobile home shall: (a) is skirted, (b) not be more than thirty-six (36) months of age at the time of installation of the home.

8. All utility lines will be underground for one hundred (100) feet from right-of-way front property line.
9. All structures which might be built on any water front lot shall meet all County and State laws and regulations, as to set backs and all other requirements.
10. No trash, junk, garbage or abandoned automobiles shall be permitted to remain on any lot. Unsightly accumulation which, in the opinion of the governing body might constitute a nuisance or which may be detrimental to the comfort, safety or health of the inhabitants of said or adjoining property, or which may detract from the esthetic appearance of the premises must be removed. Said accumulation may be removed by the governing body from any lot at the sole expense of the owner of said lot, notice from the governing body, mailed to the owner by certified or registered mail.
11. Neither the owner of any lot nor occupant nor guests will at any time cause or permit contamination or pollution of any river, lake, stream, canal or other body of water on or adjoining the premises, including the filling or disturbing of any existing sink holes, nor permit sewage, drainage, garbage, refuse or other waste material to enter such waters or remain along the shore thereof.
12. Owners, occupants or guests of any water front property shall moor all boats of any description in a manner that will in no way obstruct navigation on any waterway or body of water on or adjoining the premises. Excavation for boat slips and construction of water front facilities of any description shall be constructed only in accordance with the rules and regulations of the State of Florida and any other governmental authority having jurisdiction over roads, streams, waterways and lakes. No sea walls, bulkheads or devices will be permitted which will alter or impair the natural flow of the Ichetucknee and Santa Fe rivers at normal mean water level.
13. Only one single-family dwelling shall be built upon any one lot as shown in the recorded survey of the lands covered by these restrictions, and no business, trade or occupational shall be conducted on or in connection with any such lot, nor shall anything be done which may be or may become an annoyance or nuisance to the owners of paid property.
14. Travel trailers, campers, motor homes or any temporary structure shall not be permitted to remain on any lot permanently, but may be used temporarily, not to exceed four (4) months per year; however, an owner maintaining a permanent dwelling on his lot will be allowed to park a travel trailer or motor home on his land.
15. Intentional periodic temporary occupancy of any lot must be of a neat and orderly nature, having a storage shed or opaque fence as permitted by law to protect and conceal loose possessions. This storage must be in accordance with the governmental agency rules involving river and wetland development. All garbage, trash, refuse or other waste materials must be treated in a sanitary manner and the residue removed when leaving at the end of each temporary occupancy.
16. Hunting or discharge of firearms or other dangerous weapons will not be permitted in any area of the subdivision.
17. Said property is subject to all easements, encumbrances and rights-of-way of record, or which in the future may be reasonably necessary hereafter for the creation, construction and operation and maintenance of public utilities and public improvements.



OFFICIAL RECORDS

OFFICIAL RECORDS

18. The laws of the State of Florida and Columbia County, as well as the rules and regulations of their administrative agencies and officials now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof, and any State or County official having the administrative duty to inspect the property of the subdivision from time to time to make any such inspections.

19. As of the date of these restrictions, all new property owners shall become members of the Property Owners Association, recorded with the State of Florida as: Three Rivers Estates Property Owners, Inc., incorporated under Florida Statute on October 30, 1980. Annual dues are \$25.00, subject to change.

20. Three Rivers Estates Property Owners, Inc. will be the governing body of Three Rivers Estates of Columbia County of which members of the association have voting privileges pertaining to Three Rivers Estates according to the by-laws of the association.

21. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

IN WITNESS WHEREOF, the parties have executed this Statement of Restrictions & Protective Covenants this 20 day of October, 1990.

Attest:

THREE RIVERS ESTATES PROPERTY OWNERS, INC.

Robert Porter  
Robert Porter  
Treasurer

By Keith Adams  
Keith Adams  
Its President

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 07<sup>th</sup> day of October, 1990, by Keith Adams and Robert Porter.

(SEAL)

Chaudice K. Wolf  
Notary Public  
My Commission Expires:

Notary Public  
State of Florida at Large  
My Commission Expires  
December 7, 1993

90-12410

