

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR  
FORE ACRES SUBDIVISION  
FIRST ADDITION

The undersigned, OCALA INSURANCE AND INVESTMENT COMPANY, a Florida Corporation, owner of the lands in Marion County, Florida, which are now duly platted as FORE ACRES SUBDIVISION, by that certain subdivision plat recorded in Plat Book H at page 77, of the Public Records of said county, hereby makes and declares that following restrictions and limitations upon the use and development of any and all lots and parcels of land in said subdivision, which shall be incorporated by copying or by reference in every deed conveying any of said lots or parcels, but shall nevertheless apply to and bind all owners of such lands even though not so incorporated, and shall constitute covenants running with the land; to-wit:-

1. The said lots shall be used for single family residential purposes only, and only one single family dwelling shall be erected on a platted lot; however, a separate garage may be erected for family automobiles.
2. No residential buildings shall be erected on the lots containing less than 900 square feet of useable interior floor space, exclusive of porches and garages.
3. No private water system shall be installed on any lot except for irrigation purposes. All water used for any purpose, except irrigation, must be provided by the central water system, owned and operated by Marion Utilities Corporation, or its successors or assigns.
4. No part of any building shall be constructed nearer than forty feet to 49th Street (Fore Road), or nearer than twenty-five feet to any other street. Nor shall any part of any building be constructed closer than ten feet to any side property line. A garage may be erected within ten feet to a rear property line, but all other offset stipulations applicable to dwellings shall apply.
5. The exterior of all dwellings and garages, including painting and permanent roof, shall be completed within one year after construction is begun on said dwelling and garage. No temporary buildings for housing purposes shall be erected and no trailers shall be placed or used on any of said lots.
6. No unsightly fences or walls shall be erected on said lot. No fences or walls shall exceed four feet in height and shall not be erected closer to any street line than thirty feet.
7. No livestock, poultry, birds, or other animals shall be kept on said lot other than household pets.
8. No business or commercial enterprise of any nature shall be carried on or conducted from any of said lots, and no signs shall be erected on any lot except small "For Sale" signs commonly used by Realtors.
9. No old automobiles, machinery or other material normally considered to be junk or rubbish shall be kept on said lots.
10. Construction of any building shall not be commenced until after detailed plans and specifications therefor have been submitted to and approved by Ocala Insurance and Investment Company. Should that company convey to another party all lots in Fore Acres at any time remaining unsold, it may assign to such party the function and right of approval of such plans and specifications as to lots theretofore sold, as well as to unsold lots, and the approval of such party shall be indispensable before the construction of any building on said lots.
11. These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until the 1st day of January, 2000, after which said covenants shall be automatically extended for successive

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periods of ten (10) years each, unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

12. If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him or them from so doing or to recover damages or dues for such violation.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

IN WITNESS WHEREOF, the undersigned corporation has executed these presents under its corporation seal, this the 24th day of July, 1968.

Signed, sealed and delivered in the presence of:

OCALA INSURANCE AND INVESTMENT COMPANY

Tom Sykes

By Bright Taylor  
President

W. W. Griffin, Jr.

Attest: W. W. Griffin, Jr.  
Secretary

STATE OF FLORIDA  
COUNTY OF MARION

Before me personally appeared Bright Taylor

and W. W. Griffin, Jr., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the OCALA INSURANCE AND INVESTMENT COMPANY, a corporation under the laws of Florida, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 24th day of July, 1968.

My commission expires:

June 6, 1972

Thomas M. Sykes  
Notary Public in and for the County and State aforesaid.

Filed and recorded JUL 24 1968 in O. R. Book 360 Page 109  
Record Verified. John F. Nicholson, Clerk of Circuit Court, Marion Co. Fla.  
By John F. Nicholson D. C.