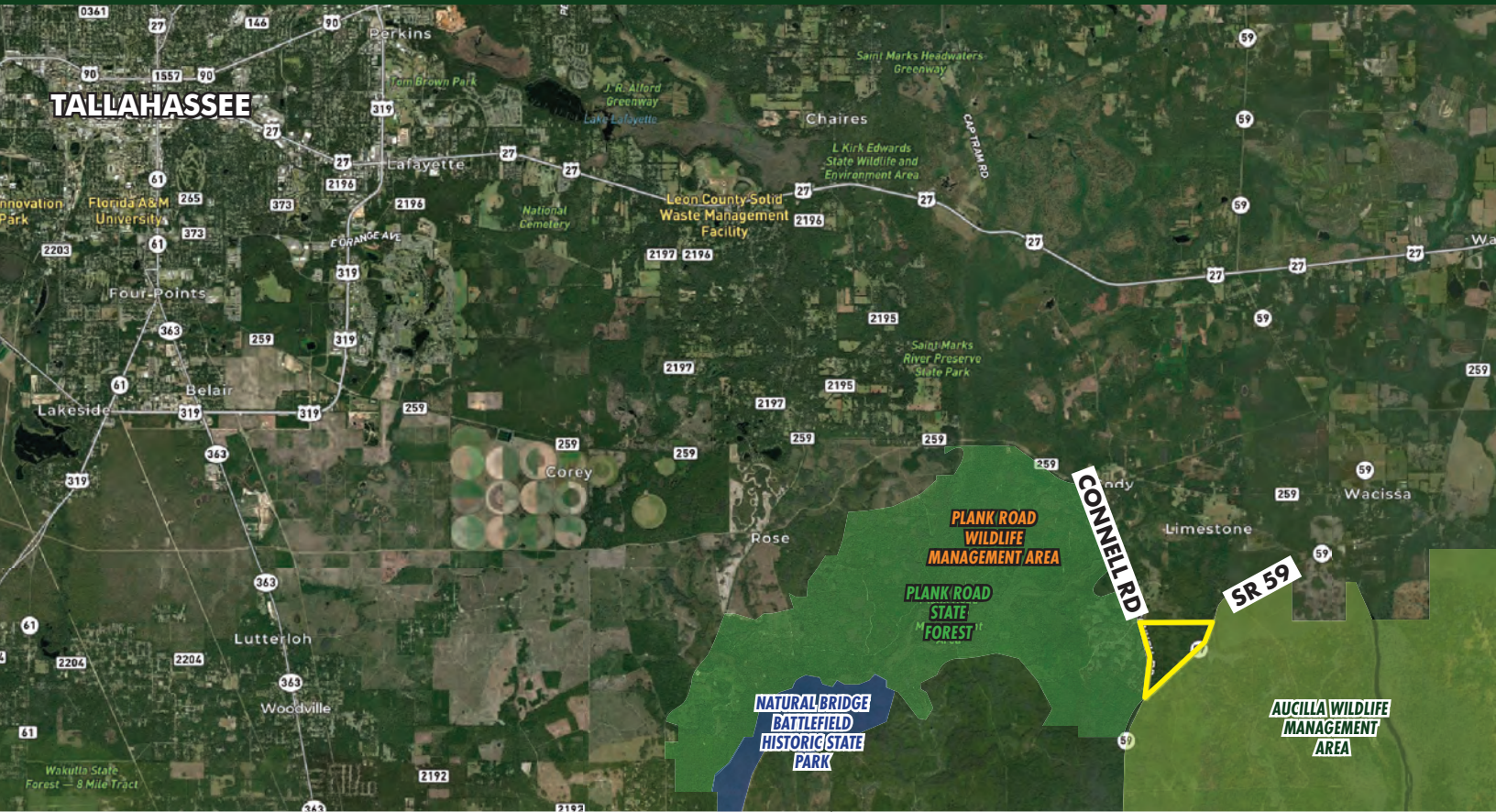


**FOR
SALE**

RECREATION & TIMBER LAND

SR 59/Connell Rd, Jefferson County, FL 32344

**UNDER
CONTRACT**



ABOUT THE PROPERTY

SIZE 371 ± acres

PRICE Reduced! NOW: \$1,750/acre
(Was: \$816,000 or \$2,200/acre)

ZONING Agricultural (1 unit/20 acres)

UTILITIES Septic and well

ROAD FRONTAGE 1.5 ± miles on SR 59
1.1 ± miles on Connell Rd

DESCRIPTION

Property borders wildlife management areas!

Property is located on west side of SR 59 and on east side of Connell Road. Minutes from Highway 27, I-10 and Tallahassee. Ideal for hunters, sportsmen, outdoorsmen, as well as timber uses. Property borders two large recreation areas: Aucilla Wildlife Management Area (50,549 acres) and Plank Road State Forest/Wildlife Management Area (9,043 acres). Property is subject to Restrictive Covenants (please see attached documentation).

Call for more information today!

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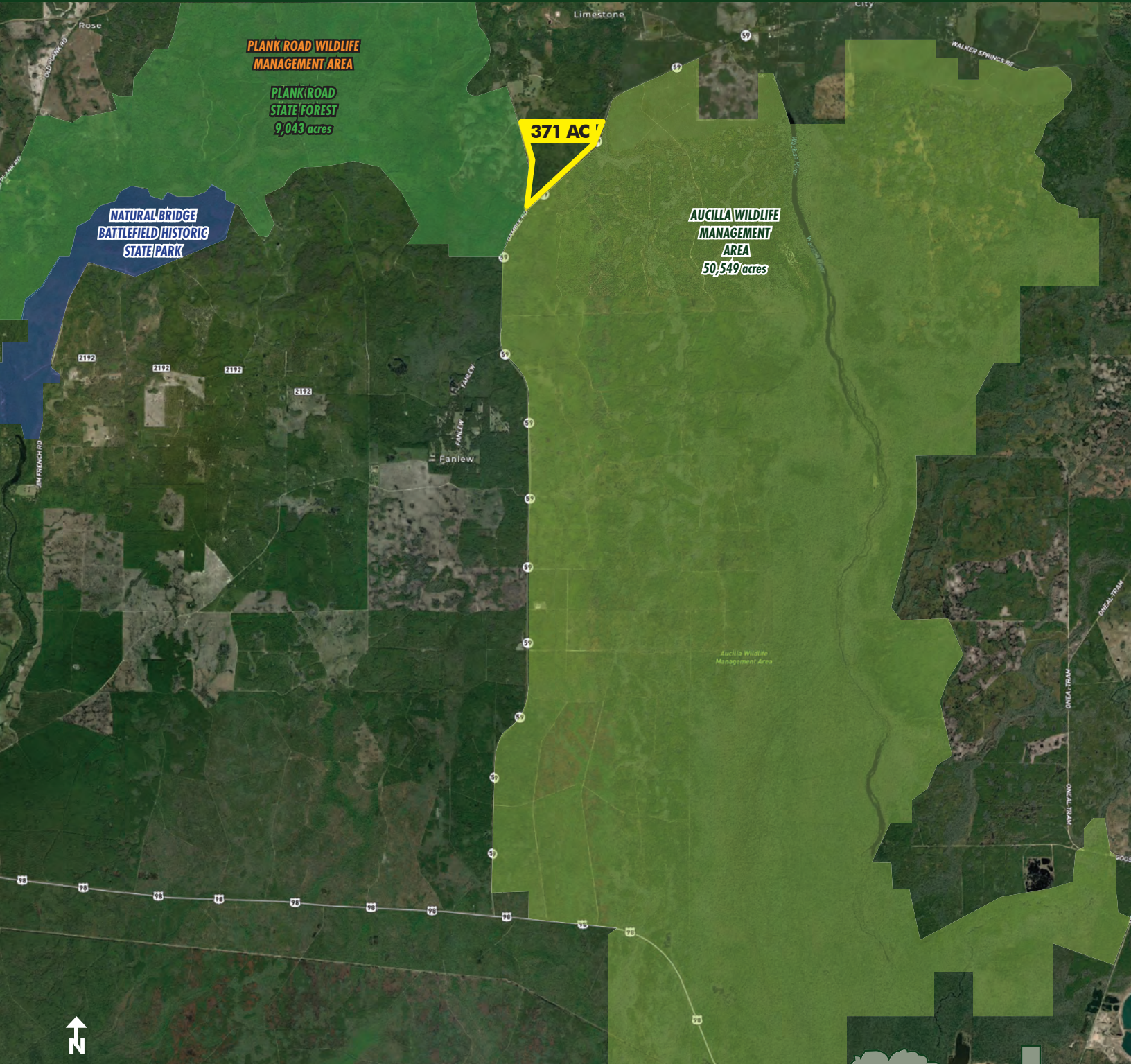
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REGIONAL MAP

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DRIVE TIMES

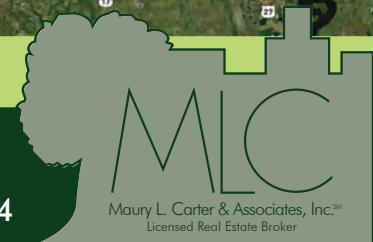
- Tallahassee:** 25 min
- Jacksonville:** 2 hours, 15 min
- Gainesville:** 2 hours, 15 min
- Orlando:** 3 hours, 30 min
- Tampa:** 4 hours



LOCATION MAP

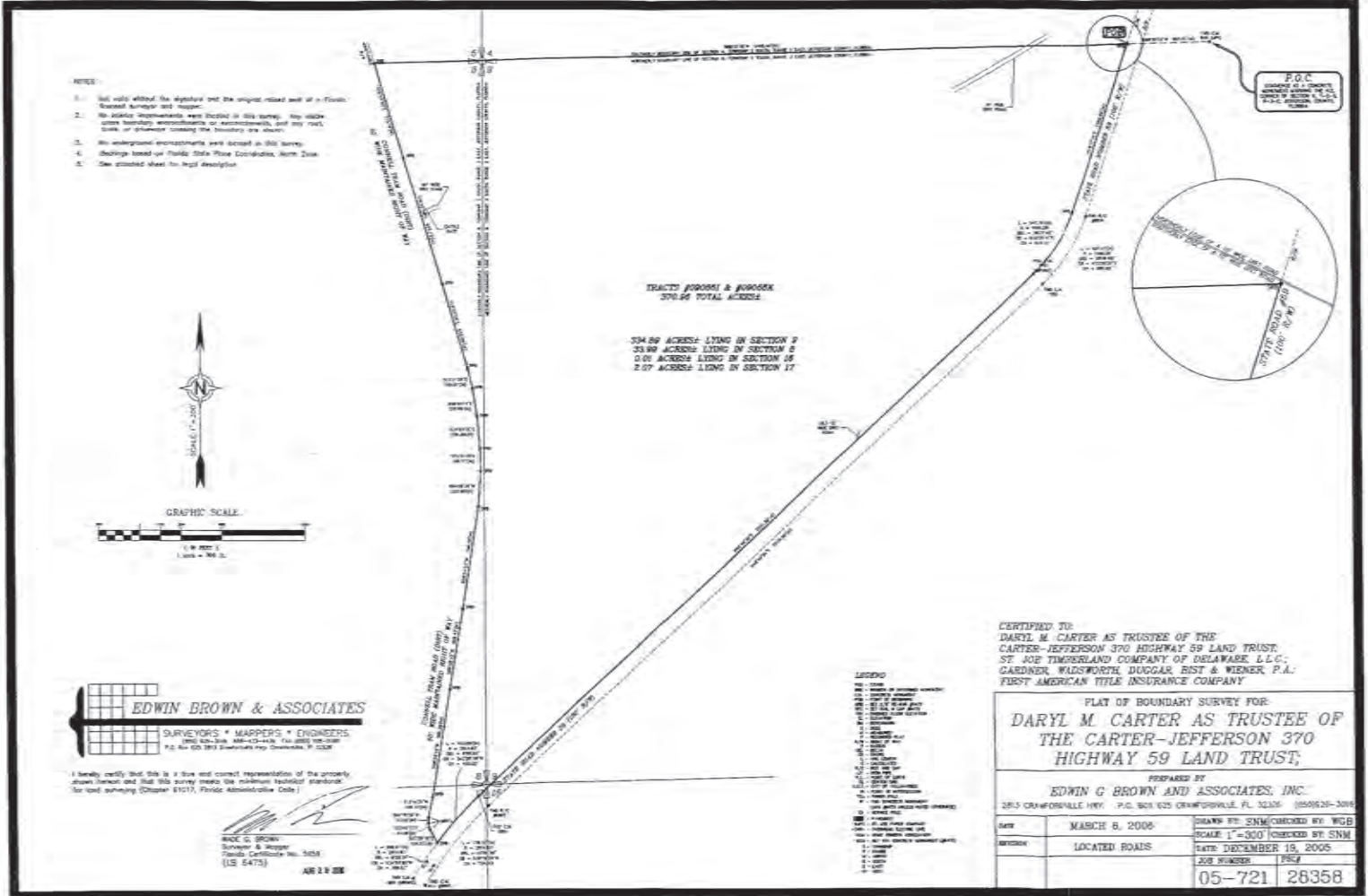
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PROPERTY SURVEY

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EXHIBIT A RESTRICTIVE COVENANTS FANLEW PRESERVE - NORTH

1. **Residential, Recreational & Agricultural Use.** Except as otherwise provided herein, the Property may only be used for single family residential, recreational, silvicultural and agricultural purposes subject to the provisions and further restrictions set forth herein.

2. **Business Use.** No business shall be conducted in, on, or from any portion of the Property, provided however that (i) one or more lots on the Property may be used for model homes during the development and sale of lots within the Property or other properties, (ii) silvicultural and agricultural activities, and activities related thereto, shall be permitted on the Property; provided, however, that commercial poultry and livestock activities shall remain prohibited, and (iii) an owner of or a resident in a residence on the Property may conduct home-based business activities from the residence if the business activity is ancillary to the primary residential occupancy of the residence and:

- (a) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (b) complies with applicable zoning requirements;
- (c) does not involve regular visitation of the residence by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Property; and
- (d) is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Property.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

3. **Subdivision.** Any subdivision or parceling of the Property shall not result in any parcel containing less than twenty (20) acres. In the event any governmental authority grants a land use change which results in a development density which is greater than one unit per twenty (20) acres, these Restrictive Covenants shall not be affected thereby and the subdivision requirement imposed herein shall remain in full force and effect absent a written, recorded grant of a variance from Grantor, which shall be granted or withheld at Grantor's sole discretion. Grantor specifically reserved the right of full review and approval of any proposed development of the Property which exceeds a development density of one unit per twenty (20) acres.

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All subdivisions of the Property shall comply with the County Land Development Code of the County in which the Property is located and all applicable zoning, permitting and other governmental regulations; and with all covenants, conditions and restrictions imposed hereunder, which may be more restrictive than said code and regulations. Each parcel resulting from any subdivision of the Property must have access for ingress and egress via a compacted and stabilized graded dirt road with adequate drainage that will not impair the flow of traffic during storm events or allow sediments to negatively impact wetlands. All roadways for ingress/egress shall connect to a publicly-maintained roadway. Any subdivision of a Property that fronts on U.S. Highway 98, Highway 59, Natural Bridge Road, Fanlew Grade Road, Connell Tram Road, or Limestone Road (hereinafter "major road(s)") may not create a parcel or lot with less than 1,500 contiguous feet of frontage on such major road(s). Additionally, such major road(s) may have only one roadway for access from a major road, unless access connections are shared between adjacent parcels and separated by more than 1,500 feet.

4. **Mobile/Manufactured Homes.** No mobile or manufactured homes (hereinafter "mobile homes") shall be permitted on any portion of the Property, or subdivision thereof, which is being used for homestead purposes, as demonstrated by the filing of appropriate homestead exemption documentation. If the property is not being used for homestead purposes, then mobile or manufactured homes shall be permitted subject to the following terms and conditions:

(a) No more than one mobile home shall be allowed on the Property or any subdivision thereof per each full eighty (80) acres;

(b) No mobile or manufactured homes shall be allowed to be placed or constructed within the Property within five hundred (500) feet of a public road right-of-way, nor within two hundred fifty (250) feet of any front, rear and side property lines of the Property or of any lot created by the subdivision of the Property.

(c) Any such home shall be completely skirted within ninety (90) days of being located on the Property. Skirting material shall be of a design and appearance that is reasonably compatible with the exterior color and texture of the applicable home. All manufactured homes shall be constructed with a shingle roof and vinyl siding.

(d) Notwithstanding any of the foregoing provisions of Article 3, rental or leased mobile home dwellings, mobile home lots or parks will not be allowed on any part of the property.

5. **Setbacks and Buffers.**

(a) **Setbacks.** No site-built dwelling or any other structure, including but not limited to barns, sheds, outbuildings and animal enclosures, shall be erected within one-hundred (100) feet of the front, rear and side property lines of the Property or of any lot created by the subdivision of the Property. Further, no site-built dwelling or any other structure, including but not limited to barns, sheds, outbuildings and animal enclosures, shall be erected within two-hundred and fifty (250) feet from a major road(s).

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(b) **Vegetative Buffers.** No construction shall be permitted within, and a vegetative buffer shall be maintained, on those portions of the Property within one-hundred (100) feet of a major road(s). The owner of any of the Property contained within such vegetative buffer shall have the responsibility to maintain that portion of the vegetative buffer on such owner's property at such owner's sole cost and expense. The maintenance requirements imposed on such owner shall include the requirement to take such steps necessary to ensure the continued effectiveness of the vegetative buffer and the survival of any vegetation located within the vegetative buffer, including pruning, irrigation, and fertilization, as well as the replacement of any dead bushes, shrubs or trees with the same or similar types of bushes, shrubs or trees.

(c) **Easement, Setback and Buffer Areas.** No dwelling or any other structure, including but not limited to barns, sheds, outbuildings and animal enclosures, shall be erected within any easement, setback or vegetative buffer area on all or any portion of the Property. Provided, however, that this shall not prohibit:

1. Installation and maintenance of fencing around the Property sufficient to protect the boundaries of the Property; or

2. Construction and maintenance of one driveway cut per parcel for purposes of ingress and egress and utilities, together with appropriate landscaping and monumentation or signage for the drive, all of which shall be contained within an area which shall not exceed thirty (30) feet in width and shall run perpendicular to the public road right of way so as to encroach into the vegetative buffer in the least intrusive quantity and manner.

3. Installation, construction and maintenance of public or private utilities and drainage facilities; provided, however that no holding pond, stormwater facility or any other large or substantial facility shall be placed within the easement, setback and buffer areas. Said utilities shall be installed and maintained so as to encroach into the buffer in the least intrusive quantity and manner; and the vegetation surrounding the utility equipment and facilities shall be sufficient to provide as much obstruction of view of the utility equipment and facilities as is possible without obstructing the function of the utilities.

(d) **Measurement of Setbacks and Buffers.** All setbacks shall be measured from the exterior wall of the dwelling or structure to the applicable lot or parcel boundary. All buffers shall be measured from the applicable parcel boundary.

6. **Nuisances.** No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

7. **Antenna.** Any activity on a parcel which interferes with television, cable or radio reception on another parcel shall be deemed a nuisance as referenced in Paragraph 6 above, and a prohibited activity. No antenna, satellite dish, or other device for reception of television, radio, satellite or similar signals (including amateur, ham or two-way radio) is permitted within 250 feet of a major road(s). No antenna, satellite dish or similar device for transmission of television;

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telephone; amateur, ham or two-way radio; or cellular phone signals is permitted within 500 feet of a major road.

8. **Animals.** The confinement of animals within a fenced portion of all or any of the Property in such a manner and/or number as to create unsightly conditions or excessive odors, excessive noises, or other environmental or health concerns, shall be prohibited.

9. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such materials shall at all times be stored in a sanitary manner and condition.

10. **Mining Operations.** No quarrying or open-pit mining operations of any kind shall be permitted upon all or any portion of the Property.

11. **Storage of Goods.** Storage of disabled vehicles, furniture, fixtures, appliances, machinery, equipment, or other goods and chattels, if not in active use, on a parcel or portion of the parcel where such item are or would be visible from outside the parcel or a public road right-of-way is prohibited.

12. **Applicability to Grantor and Approval for Variance.** These Restrictive Covenants shall not apply to restrict Grantor's activities, nor shall it restrict the activities of persons Grantor approves with respect to the development and sale of the Property as set forth in this section. In the event Grantee or its successor in interest desires to use the Property in a manner or a conduct an activity which is otherwise restricted hereby ("a non-complying use or activity,") Grantee may seek a written variance from Grantor. Grantor shall have the sole discretion to grant or deny any variance; and any variance granted for one particular instance of a non-complying use or activity shall not constitute Grantor's consent to another instance on any portion of the Property restricted hereby or on any other property similarly restricted by Grantor, nor shall it constitute a waiver of any other provision or of any provision of similar Restrictive Covenants imposed by Grantor on any other property. Grantor specifically reserves the right to grant or deny a variance request regardless of prior grants or denials of similar requests whether by Grantee, or a successor in interest; whether on any portion of Property encumbered hereby or on other property owned by Grantor which may be encumbered by the same or similar Restrictive Covenants; and without regard as to whether said grant or denial will result in differing usage and activity rights among Grantees or properties otherwise similarly situated.

13. **Enforceability.** The restrictive covenants set forth in this Deed shall run with the title to the Property, shall apply to the Property and any portion of the Property which is subdivided into smaller parcels or lots, and shall be enforceable by the Grantor and its successors and assigns and except as otherwise specifically provided herein, shall remain in full force and effect for a period of twenty (20) years from the date of this Deed, unless otherwise extended by the Grantor for an additional twenty (20) years by the Grantor recording a document in the Public Records prior to the expiration of the initial twenty (20) year period, which extends and re-imposes the provisions hereof.

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