

AGRICULTURAL LAND ON CR 316

179± acres

Marion County, FL

**UNDER
CONTRACT**

LAND FOR SALE



LOCATION

Located on the north side of County Road 316 and on the south side of NW 160th Street, approximately 2 miles west of County Road 329 and 4 miles west of Interstate 75. Ideal for recreation, country living, equestrian estate, timber, hunting, cattle ranching, potential other agricultural uses.

SIZE

179± acres - **Under Contract!**

38± acres - **SOLD**

58± acres - **SOLD**

PRICE

\$1,163,500

ZONING

A-1 - General Agriculture. Lot size: minimum of 10 acres, minimum width of 150'

FUTURE LAND USE

Rural (1 du/10 acres)

ROAD FRONTAGE

2,633'± on CR 316

1,715'± on NW 160th St

Offering subject to errors, omission, prior sale or withdrawal without notice.

NOTES

Deed restricted to prohibit hunting. Declaration of Covenants, Conditions, Restrictions & Easements included in flyer.

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PROPERTY MAP

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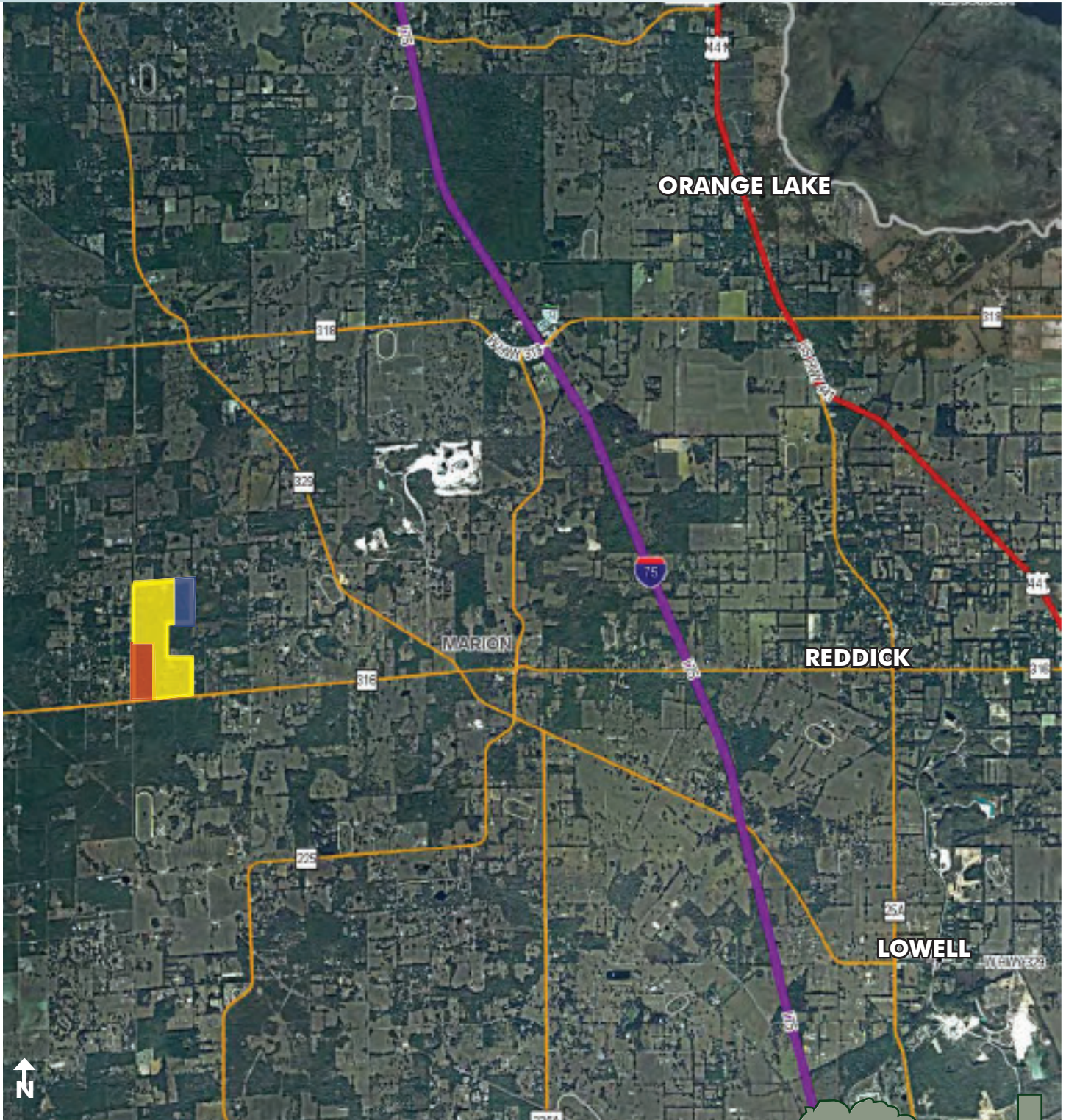


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REGIONAL MAP

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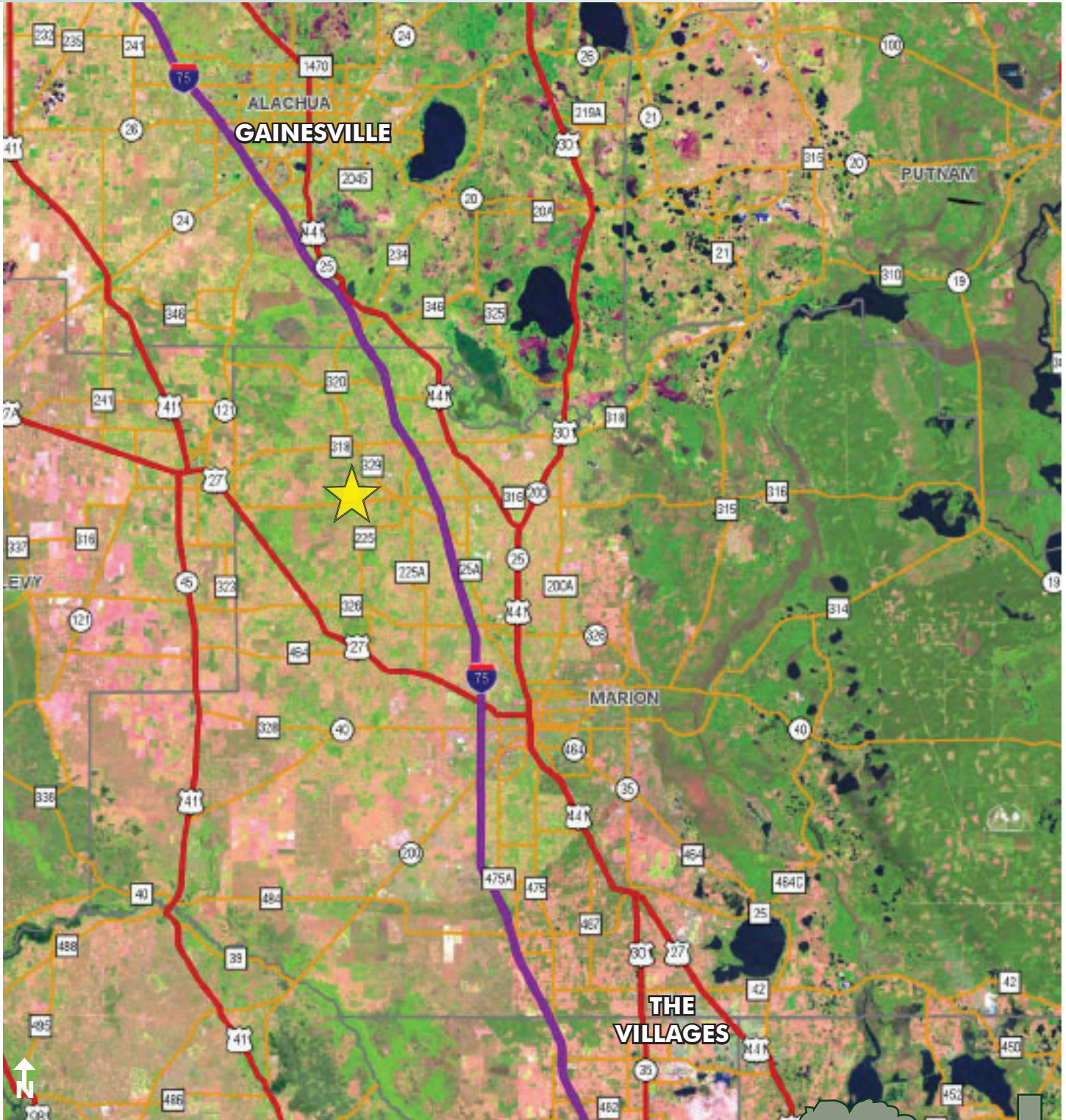


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LOCATION MAP

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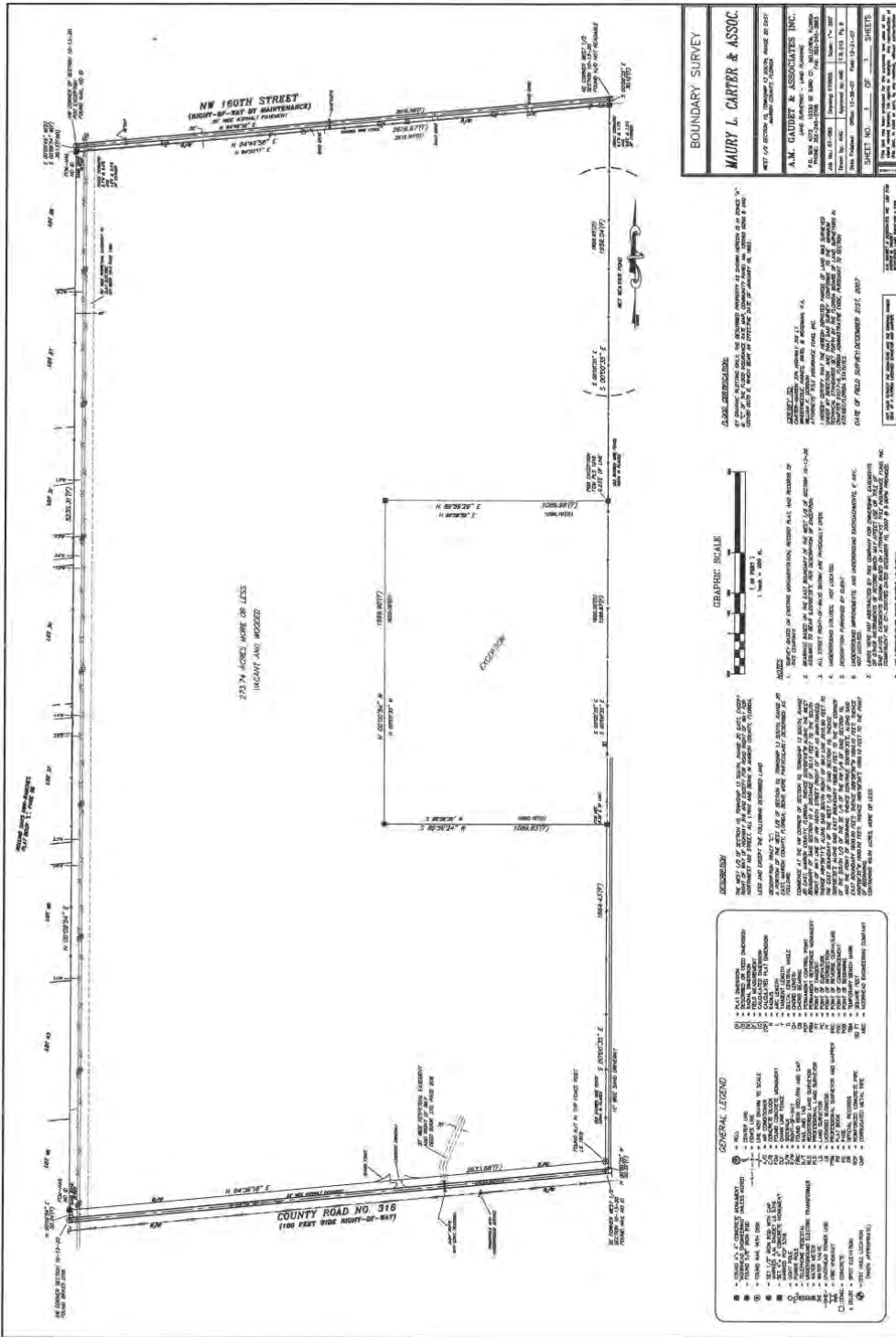
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10/24/2006
10/24/2006
10/24/2006

DECLARATION OF COVENANTS, CONDITIONS,

WILLIAM K GORDON ESQ
303 STATE ROAD 26
MELROSE, FL 32666

RESTRICTIONS AND EASEMENTS

DAVID R. ELLSPERMAN, CLERK OF COURT, MARION COUNTY
DATE: 10/24/2006 10:27:30 AM
FILE #: 2006169103 OR BK 04603 PGS 1772-1778
RECORDING FEES \$1.00

OCALA LAND GROUP, LLC, a Fla. Limited liability corporation, hereinafter called "Declarant", is the owner in fee simple of certain real property located in Marion County, Florida more particularly described in Exhibit "A" attached hereto.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts to be sold from the parent tract described in Exhibit "A" attached hereto, Declarant states that all of the real property described above and each part sold thereof shall conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROTECTIVE COVENANTS

The following restrictions, conditions, and covenants, collectively called "Protective Covenants" are imposed upon all the Lots and/or Parcels:

Section 1. No portion of the tracts shall be used for any purpose other than residential and agricultural use only. No lot or parcel shall be used for any purpose except for residential or agricultural purposes. The term "residential or agricultural" is intended to prohibit any commercial or institutional use, including professional office use of any portion of any lot or dwelling unit, except for commercial agricultural uses which will be restricted to the commercial breeding and raising of horses and beef cattle. No

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS

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Licensed Real Estate Broker

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building shall be erected, altered, placed or permitted to remain on any lot or parcel other than dwelling units designated for residential use, with attached private garages or detached private garages, guest houses, barns, stables or storage facilities which are consistent with the primary residential and agricultural use of the property. Any barn or stable may be constructed first, as long as it is no more than twenty four (24) months prior to the construction of the dwelling unit. No owner may have any more than one (1) horse or one (1) beef cow per one (1) acre of land owned. Offspring of existing horses and cows shall not count against the maximum number of horses or cows permitted hereunder until they reach one (1) year of age. Commercial breeding or raising of dogs, cats, goats, poultry, rabbits, or dairy animals is not permitted. Domestic household pets are allowed.

Section 2. No noxious or offensive activity shall be conducted or permitted to exist upon any lot or parcel in any dwelling unit. Obnoxious, noisy, unsightly or otherwise offensive objects or activities, specifically including, but not limited to, vehicle repairs, intoxication, and littering shall be carried on in or on any lot that may be an unreasonable annoyance or nuisance to other Owners. No commercial enterprise or activity shall be carried on within the subdivision, except as specifically permitted in Section 1. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the property.

Section 3. Each owner shall maintain his/her lot or parcel and all improvements thereon in a clean, neat and attractive condition and shall keep their lot or parcel free of any accumulation of rubbish, trash, abandoned vehicles, used construction materials, equipment or any other unsightly objects, garbage, or other waste material shall not be

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kept or permitted on any lot except in sanitary container located in appropriate areas concealed from public view.

Section 4. There shall not be permitted a structure of a temporary or mobile nature, mobile home, motor home, camper truck, travel trailer, camping trailer, or any other vehicle of any kind to be used as a residence either temporarily or permanently, with the exception of during the first twenty four (24) months of the construction of the primary residence,.

Section 5. No single-family residence, exclusive of open porches, garages and carports, to be located within the subdivision, shall be less than two thousand (2,000 sf) square feet in main floor area. All dwelling units and accessory structures shall be set back at least fifty feet (50') from the Front Lot line and fifty feet (50') from the Side and Rear Lot lines. No storage, structure or parking of any vehicles shall be allowed in or on these setback areas. All exterior construction and landscaping of any dwelling unit shall be completed before any person may occupy the same.

Section 6. No firearms or explosives shall be used on any lot and no hunting or trapping shall be permitted.

Section 7. All fencing running along County Road 316 and N.W. 160th Street shall be black, four (4) board fencing of treated wood only. Fencing may be backed by wire mesh and shall be fifty two inches (52") in height, all other fencing shall be black, three (3) or four (4) board fencing, or no climb wire with black top board, shall have fence posts six (6") to seven (7") inches in diameter and must be set back two feet (2') from the Side Lot line. No other wall or fence shall be erected, placed, altered or maintained, or permitted to remain on any lot or parcel.

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Section 8. The connection of all driveways to the street shall be made in conformance with the requirements of the water management district and County permitting. All driveway connections shall include a culvert installed in the swale adjacent to the lot or parcel served by the driveway. The culvert must be at least eighteen inches (18") in diameter and so installed and maintained by the Owner to assure that the natural flow of water in the swale is not restricted. This requirement will not apply to driveways constructed on a ditch check approved by the water management district and the County. All construction of driveways and culverts must be in accordance with accepted building and engineering standards. Each owner shall be responsible for the maintenance of the driveways and culverts serving his or her lot or parcel in good condition so they do not become unsightly or cause damage to the street, swales, ditches or Common areas.

Section 9. All potable water, septic and sewer systems shall meet all State, County and other regulatory agency requirements.

Section 10. All utilities shall be provided by the appropriate utility companies by underground service.

Section 11. Legal Actions, General Provisions: If any person, corporation, or other entity shall violate or attempt to violate any of these Covenants or Restrictions, it shall be lawful for the Declarant or any person or persons owning any Lot on the Property (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants or Restrictions, and/or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants or Restrictions for the purpose of preventing or enjoining all or any such

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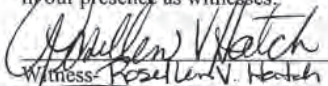
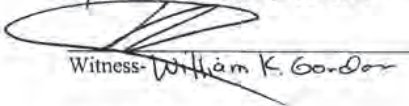
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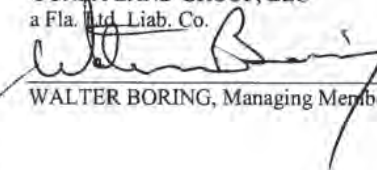
violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Owners found in violation of these Covenants or Restrictions by a court of competent jurisdiction shall be obligated to pay reasonable attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All Restrictions contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, this Declaration has been executed the day and year first above written.

Signed, sealed and delivered
In our presence as witnesses:


Witness- Rosellen V. Hatch

Witness- William K. Gordon

Ocala Land Group, LLC
a Fla. Ltd. Liab. Co.


WALTER BORING, Managing Member

STATE OF FLORIDA
COUNTY OF Putnam

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared WALTER BORING to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same or produced personally known as identification.

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WITNESS my hand and official seal in the County and State last aforesaid this
16th day of October, A.D. 2006.



ROSELLEN V. HATCH
MY COMMISSION # DD 417446
EXPIRES: August 11, 2009
Booted They Gadget Notary Services

Rosellen V. Hatch

Rosellen V. Hatch, NOTARY
State of FL: My Commission Expires:

THIS INSTRUMENT PREPARED BY
AND RETURN TO: **WILLIAM K. GORDON, ESQ.**
303 State Road 26
Melrose, FL 32666
(352) 475-1357
fax (352) 475-5968

file #06-122

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The West 1/2 of Section 10, Township 13 South, Range 20 East,
except right of way for Highway 316 and except for road right of
way for Northwest 160 Street, all lying and being in Marion County,
Florida.

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