## Heavenly Hill Williston, Levy County, Florida

373087 373089 373090 339330













- WOW!!! One of the Most Beautiful properties available!
- Bermuda Pasture- looks like a 5 Star Golf Course.
- Entirely High & Dry with unbelievable elevations and gorgeous views.
- Only minutes to Williston, the Williston Airport, and the Williston Highlands Golf & Country Club.
- Deed restricted to site built homes only, securing the quality of your investment (no mobiles & 2,250 LSF min.).
- Over 1/4 mile of Paved Road Frontage on NE 140th Ave,
- Levy County Tax Parcel ID #04454-000-00 (all 60 acres) 2011 RE Taxes = \$522.04
- Zoning- Agriculture/ Rural Residential (1 unit per 10 acres).
- Being offered in 20 acre parcels (see attached plat and pricing sheet for more detail.
- Offered at only... 5,000 per active

www.mcbrideland.com

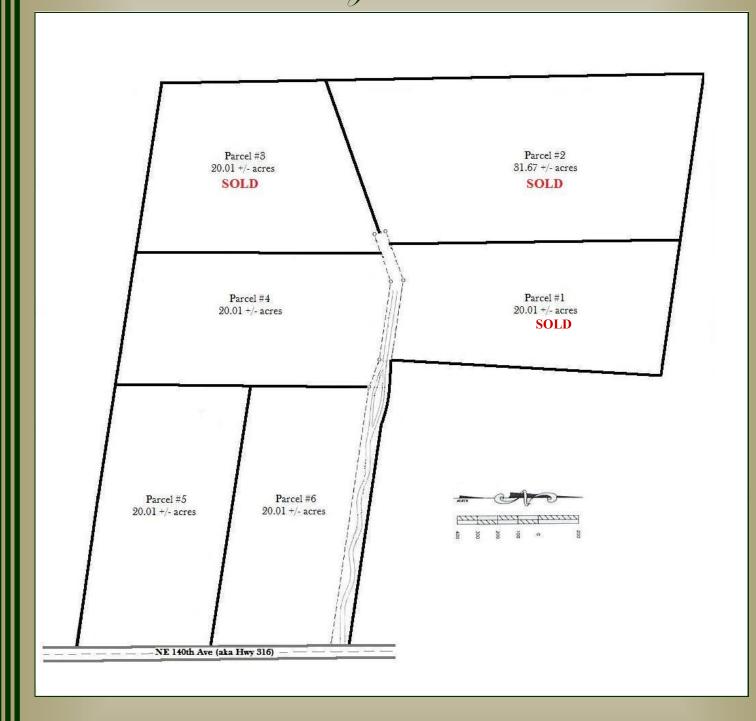


Phone: (352) 401-3755 Fax: (352) 401-3757 Mobile: (352) 362-5226





## Plat Map Heavenly Hill Farms



# Price Sheet Heavenly Hill Farms

Lot #	Lot Size (acres)	Price / Acre	Total Price	Down Pmt. (15%)	Amount Financed	Monthly Pmt. (see comments)
1	20.01			SOLD		
2	31.67			SOLD		
3	20.01			SOLD		
4	20.01	\$6,000	\$120,060	\$18,009	\$102,051	\$1,090
5	20.01	\$6,000	\$120,060	\$18,009	\$102,051	\$1,090
6	20.01	\$6,000	\$120,060	\$18,009	\$102,051	\$1,090
4, 5 & 6	60.03	\$5,000	\$300,150	\$45,023	\$255,128	\$2,726

#### **SELLER FINANCING:**

9.90% Fixed Interest Rate, monthly payments amortized over 15 years with a 5-year balloon

#### **CLOSING COSTS:**

Seller to pay title insurance and documentary stamps on the deed. Buyer to pay documentary stamp tax on the mortgage, intangible tax & recording costs. Buyer to pay a \$75.00 loan set-up fee.

#### PRICE CHANGE:

These prices and terms are subject to change without notice.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEAVENLY HILL

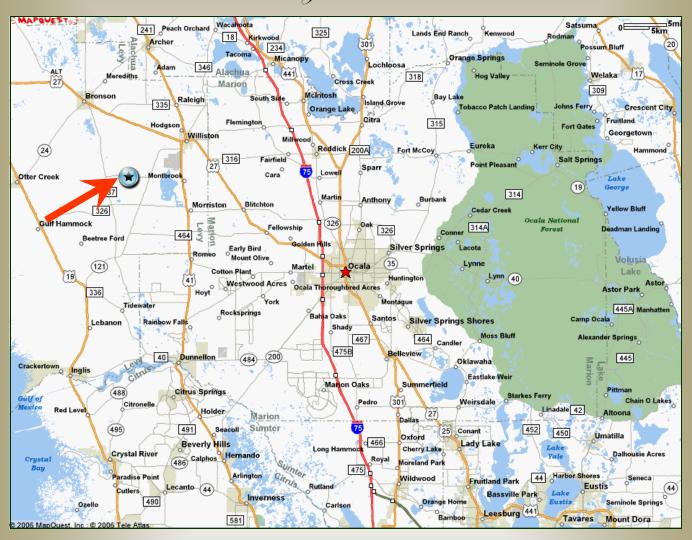
SANDY MCBRIDE, as Trustee, (hereinafter called Declarant) hereby declares the following restrictions and limitations on use and development, which shall bind each, any and all subsequent owners, whether holders of legal or equitable title, or both, and which shall constitute covenants running with the land described above:

- The property may be used for residential purposes only. No commercial business activity shall be allowed on the property except those allowed under Item #7.
- No house trailers, mobile or modular homes, travel trailers, or like shall be permitted in Heavenly Hill.
- All conventional homes erected on the property shall be built in compliance with any applicable State and County requirements. All residences must be at least 2,250 square feet of living area, exclusive of garages, carports or porches.
- 4. No structure or shelter shall be used for residential purposes except conventional site-built houses. An exception to this provision would be no more than one apartment of not less than 600 square feet to be located within the confines of a barn or similar structure. The apartment would be in compliance with all County building requirements.
- All residences and structures shall be set back at least 25 feet from all property lines or easements and 50 feet from all public right-of-ways.
- All water and septic/sewer systems shall meet State and County requirements.
- 7. Commercial Businesses are not permitted. Commercial dog, goat, hog, poultry, rabbit or dairy farming are NOT permitted. Horses and beef cattle are not excluded by this restriction and may be raised or trained commercially. Horses and cows will be limited to no more than one (1) animal for every two (2) acres. Personal farming operations are permitted. Birds, cats, dogs, livestock, poultry, or other animals and household pets retained for domestic use or consumption are permitted, provided that Paragraph 8 hereof is not violated. No swine of any kind shall be raised, bred or kept on any of the aforementioned property, with the exception of pot bellied pigs as pets.
- No noxious or offensive activity shall be carried on upon any tract or within any portion of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- Barns, stables, storage buildings and other outbuildings and fences must be of new materials
  and constructed in a skilled, workmanlike manner. All fencing shall be black four (4) board
  fencing of treated wood or wood simulated vinyl, unless an alternate fencing is approved by
  Declarant. Fences shall not be less than forty-eight inches (48") in height nor exceed fifty-six
  inches (56") in height.
- 10. No non-operating vehicles, accumulation of debris, refuse, trash or junk may be placed or stored on the property. Property owners shall keep their property mowed and well-maintained at all times.

- 11. Residences will be limited to two (2) per Tract, subject to any County regulations according to the before described survey. No temporary buildings for housing purposes shall be erected. Guest or mother-in-law houses are permitted and must be at least 1,500 square feet, exclusive of garages, carports or porches, and cannot be built until the primary residence has been constructed.
- 12. No parcel in Heavenly Hill, per the original survey, may be divided.
- 13. The Declarant, his successors and assigns, expressly reserves the right to grant casements for the creation, construction and maintenance of utilities such as water, sewer, gas, telephone, electric and cable television. Such easements shall be located within twenty (20) feet of all front property lines and within ten (10) feet of the rear and side lines of said lots and such additional area necessary to provide service to each individual property owner.
- 14. These Covenants, Conditions and Restrictions shall continue in full force and effect with respect to the property until December 31, 2027, subject to the provisions of the following paragraph, and will automatically renew for 20-year increments unless changed under Item #15. The Covenants, Conditions and Restrictions are to run with the land, and except and as otherwise provided herein, shall be binding upon the Declarant and upon all other parties and persons claiming under or through Declarant to all or any portion of the property.
- 15. These Covenants, Conditions and Restrictions may be supplemented, modified, or amended only by the written consent of the property owners who collectively hold legal or equitable title to at least five (5) tracts of the previously described survey plat of Heavenly Hill. In addition to the written consent of the property owners, the written consent of any lien holder or mortgage holders with respect to the consenting lot whose interest occurred subsequent to this date must also be procured. Any amendment, supplement, or modification to this Declaration shall be recorded in the Public Records of Levy County, Florida.
- 16. If the parties hereto, 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him/her or them from so doing and/or to recover damages or dues for the violation thereof. Any party hereto specifically recognizes that the remedy at law for any breach of the covenants shall be inadequate and that, in addition to any other remedy at law or in equity, injunctive relief shall be appropriate. The failure of any party to enforce any violation of this Declaration of Protective Covenants and Restrictions shall not be deemed a waiver of the right to do so thereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
- 17. In connection with any litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including appellate proceedings.
- 18. The purpose of these restrictive covenants is to protect property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired character of the community to thereby secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of the property than is necessary to insure the same advantages to the other owners.
- 19. Invalidation or removal of any of the covenants by judgment, decree, court order, statute, ordinance or amendment by the Declarant, his successors or assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

## Directions

### Heavenly Hill Farms



#### From Ocala:

North on US Hwy 27 until you reach the intersection of US Hwy 27 and Hwy 316 (just beyond Marion/Levy County Lines). Make a Left (heading West) on Hwy 316. Hwy 316 turns into SR 121. Turn Right back onto Hwy 316 (aka NE 20th Street) heading West. Make a Left (heading South) on NE 140th Ave (aka Hwy 316). Property located approximately 1/2 on Right (West side of the road).

Call Nathan Garcia at McBride Land to set up an appointment to view the prop-