

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
CROSS ROADS ESTATES

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into this 11 day of March, 2001 by JOSEPH BRADY and RITA BRADY, husband and wife, as Owner, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Hamilton County, Florida, which is more particularly described as:

Parcel 1: The South ½ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 16, Township 1 North, Range 12 East

Parcel 2: The Northeast ¼ of the Southwest ¼, The West ½ of the Southeast ¼ of the Northwest ¼, The East 115.50 feet of the Southwest ¼ of the Northwest ¼ and the East 115.50 feet of the Northwest ¼ of the Southwest ¼. All in Section 16, Township 1 North, Range 12 East, Hamilton County, Florida

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the above described real property. The Provisions of the Protective Covenants are in additions to and not in lieu of any present or future State, County, or other governmental policies or ordinances affecting land use and other matters. The Owners agree and covenant to each other to abide by all such ordinances and policies.

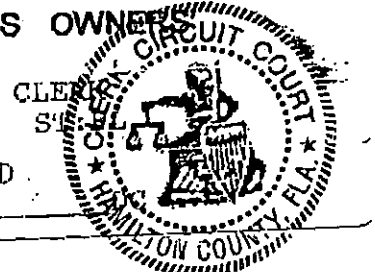
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DEFINITIONS

As used in this Declaration, the following terms have the meaning indicated below:

1. "Association" means CROSS ROADS ESTATES OWNERS ASSOCIATIONS, INC., its successors and assigns.

GREG GODWIN
CO: HAMILTON

RECORD VERIFIED
BY F. DeBee



2. "Owner" means the owner (including contract purchasers), whether one or more persons or entities, of any lot which is part of the properties; but excluding those who have an interest merely as security for the performances of an obligation. The provisions of this Declaration, including assessments, apply to each lot and lot owner without regard to whether a dwelling unit is located on the lot.
3. "Properties" means the real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.
4. "Common Areas" means all real properties owned by the Association for the common use and employment of the owners.
5. "Lot" means any plot of land shown upon survey NO. 99-671 prepared by Mark D. Duren, PSM, LS 470B.
6. "Members" means those owners who are members of the Associations provided in Article IV.
7. "Developer" includes the developer's heirs, successors and assigns.

ARTICLE II RESTRICTIVE COVENANTS

Section 1: RESIDENTIAL PURPOSE. Each lot in Cross Roads Estates subdivision shall be used only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling which may include mobile homes neatly skirted and permanently attached to the property. Detached buildings, such as private garages or storage buildings, may be erected on the premises for use only in connection with and to serve the single-family dwelling. Such outbuildings shall be limited to a total number of two (2) for each lot and shall be located to the rear of the principal dwelling.

Section 2: FURTHER DIVISION OF LOTS PROHIBITED. No lot or ownership of any one lot shall be in any manner divided or subdivided, provided that two or more persons or parties may own any one lot in undivided interests.

Section 3: LOTS LIMITED TO TWO (2) RESIDENCES EACH. The owner may place not more than two (2) residences, whether permanent buildings or mobile homes, or one of each, on any one lot.

Section 4. TEMPORARY FACILITIES. Travel trailers, campers, motor homes and tents shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed seven (7) consecutive days at any one time.

Section 5. MINIMUM SIZE OF RESIDENCE. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than one thousand (1,000) square feet. No mobile home to be used as a permanent residence shall be permitted unless it is less than five (5) years of age when initially placed in the subdivision, has a width of twelve (12) feet or more and a length of forty-eight (48) feet or more.

Section 6. NEW MATERIALS. Only new materials may be used in the construction on site of any residence, outbuildings or other structure. Used brick and old beams may be used in the new construction.

Section 7. TIME LIMIT FOR CONSTRUCTION. The exterior of any residence or other structure constructed on site must be completed in not more than sixteen (16) months from the date of commencement of work.

Section 8. SETBACK ZONE OR INSULATION AREAS. No residence or structure or any other improvement shall be erected or maintained on any of said lots nearer than two hundred (200) feet to the front lot line or side street line, nor nearer than twenty (20) feet to the side lot line.

Section 9. CUTTING OF TREES. No trees having a diameter of six (6) inches or more measured one (1) foot above ground level shall be cut, killed or otherwise removed from the setback or insulation areas provided in the proceeding paragraph, provided, however, that a clear strip not exceeding twenty (20) feet in width and located at a right angle to the existing, adjacent public road may be cleared for a driveway and utility line purposes; not more than one (1) such clear strip shall be permitted for each lot.

Section 10. NATURAL FLOW OF WATER. The natural flow of rain and drainage water from roads, ditches and other portions of the subdivision shall not be interrupted.

Section 11. COMMERCIAL ACTIVITIES, NOXIOUS OR OFFENSIVE ACTIVITIES. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners of any other property within the bounds of Cross Roads Estates.

Section 12. ANIMALS. No animals or fowl shall be kept, housed, maintained or permitted to remain upon any lot or lots covered by these restrictions, excepting only household pets, reasonable in number, and not more than two (2) horses for

each lot being at least four (4) acres in size. Horses must be kept in a fenced area having at least one (1) acre per horse within the fenced area.

Section 13. TRASH, JUNK, GARBAGE. Trash, junk, garbage, debris and abandoned or immobile automobiles shall not be located at any time on any lot in the subdivision and the owner of each lot is responsible for preventing the violation of this covenant.

Section 14. HUNT AND DISCHARGE OF FIREARMS. No hunting of any type shall be permitted within the subdivision. The discharge of firearms, the shooting of a bow and the setting of animal traps is prohibited.

Section 15. SIGNS. No billboards or advertising signs shall be erected or displayed within the subdivision except such signs, not exceeding twenty-four inches by thirty-six inches (24" x 36") in size, as may be reasonably necessary for lot resale purposes.

Section 16. Term. The covenants, restrictions and conditions contained herein shall run with the land and shall be binding on all persons and parties now or hereafter owning any property in the above described subdivision and on their tenants or lessees and on their grantees, heirs, assigns, and successors for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years unless the instrument amending, modifying or abolishing these covenants, restrictions and conditions is signed by a majority of the then owners of the lots in this subdivision and is recorded.

Section 17. ENFORCEMENT. If any person or party now or hereafter owning any property in the above described subdivision shall violate or attempt to violate any of the covenants, restrictions or conditions set out in this instrument, it shall be lawful for any other person or party owning any real property situated in the subdivision to prosecute any proceedings at law or in equity, or both, against the person or party violation or attempting to violate any such covenant, restriction or condition and either to prevent him or them from so doing or to recover damages or dues for said violations. The person or party violating or attempting to violate any one or more of said covenants, restrictions or conditions shall pay all cost and attorneys' fees incurred before, during or after trial and on appeal as a result thereof.

Section 18. SERVABILITY. Invalidation of any on 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.

Section 19. PRESERVATION OF REMEDY. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued,

shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall no bar or affect its enforcement.

Section 20. SERVITUDE. The foregoing covenants, restrictions and conditions shall constitute an easement and servitude in and upon lands in the subdivision and shall insure for the benefit of and be binding upon all persons and parties now or hereafter owning any property in the subdivision.

Section 21. AGREEMENT BY SUBSEQUENT GRANTEEES. These restrictive and protective covenants for Cross Roads Estates subdivision shall be recorded in the public records of Hamilton County, Florida, and will thereby give constructive, if not actual, notice to all persons and parties; by reason thereof, all persons or parties acquiring any interest in this subdivision agree to comply with and conform to the restrictions, covenants and conditions set out herein.

ARTICLE III PROPERTY RIGHTS

Section 1: Owner's Rights of Enjoyment. Every owner will have a right to ingress and egress over the common Areas, which rights are appurtenant to and will pass with the title to every lot and which rights are subject to the following provisions.

- (a) The Association can adopt and publish rules and regulations governing the use of the common Areas or properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and can establish penalties for the infraction of these rules and regulations.
- (b) The Developer and/or Association reserves any assignable right to use the easement shown on Survey No. 99-671 prepared Mark D. Duren for the purpose of drainage and public utilities. The Association or its assigns reserves the right to enter upon the lands covered by these restrictions, without cost or liability to the owner, to construct in the easements, shown on the recorded plats channels and/or other drainage accessories in accordance with sound engineering practices to enhance the drainage of the lands covered herein. The developer or the Association can dedicate, transfer or grant easements to any part of the common areas to any public agency, authority or utility for the purpose intended including, but not limited to ingress, egress, public utilities and drainage. Provided the Developer or Association prior to dedicating, transferring or granting any easement which is directly or indirectly related to the surfacewater management system, the Suwannee River Water Management District must approve all permits or

authorizations issued by the Suwannee River Water Management District must be modified, if necessary. Such a modification shall be made under the lawfully adopted rules of the Suwannee Water Management District in effect at the time of application for such modification.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to members of his immediate family, (the spouse, children, or parents who reside with owner) without charge other than the annual assessment Guidelines for further use by others is to be established by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot that is subject to assessment will be a member of the Association. Membership is appurtenant to and may not be separated from ownership of the lot, which is subject to assessment.

Section 2. Members will be all owners, including the Developer, and will be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but only one vote can be cast with respect to any lot.

Section 3. The business of the Association will be managed by the Board of Directors of the Association who may employ agencies to assist them in this function. The Association will identify the Directors and their agents from any personal liability, including attorney fees, which arises as a result of their good faith actions, in the conduct of the association's business and activities.

Section 4. Annual meetings of the Association members can be called at the discretion of the Board of Directors or at the request of owners entitled to cast fifteen percent (15%) of the total Association votes. Special meetings of the Association members can be called by the Board of Directors.

Section 5. Notice of any meeting called under section 4 above will be sent to all members not less than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast one-third ($\frac{1}{3}$) of all votes of membership will constitute a quorum.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 **Creation of the Lien and Personal Obligation of Assessments.** The owner for each lot owned within the properties, hereby covenants and agrees to pay the Association.

- (1) Annual assessments or charges, and (2) special assessments for capital improvements, to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorney's fees, will be charges on the land and will be a continuing lien on the property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. **Purpose of Assessments.** The assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the owner of the properties and for the improvements and maintenance of the roads, drainage areas of easements and Common areas situated on the properties, including but not limited to:

- (a) Payment of operating expenses of the Association including payment of insurance premiums on insurance acquired by the association, and repair and maintenance of roads and ditches such as may be required by any permit issued by the Suwannee River Water Management District.
- (b) Lighting improvement and beautification of access ways and easement areas.
- (c) Management, maintenance, improvement and beautification of any parks, lakes, ponds, buffer strips, recreation areas and facilities.
- (d) Doing any other thing necessary or desirable, in the judgment of the Association to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards which in the judgment of the Association may be of general benefit to the owners or occupants of land included in the development.
- (e) Repayment of funds, and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. The Annual Assessment will be set at the discretion of the Board of Directors of the Association, but can not exceed the Maximum Annual Assessment for that year which is determined as Follows:

- (a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment will be seventy-five dollars (\$75.00) per lot.
- (b) After January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment can be increased each year by no more than (10%).
- (c) After January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment may be increased beyond the amount determined in (b) above by a vote of three-fourths (3/4) of members who are voting in person or by proxy, at a meeting duly called for the purpose.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association can levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas...

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraph (c) of Section 3 and under Section 4 above will be sent to all members not less than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast one-third (33 1/3) of all votes of membership will constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessment will be fixed at a uniform rate for all lots and can be made payable on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual Assessments will commence at such time as determined at the discretion of the Board of Directors and the Association. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment will be sent to each owner. The due dates will be established by the Board of Directors. The Association will, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Association Remedies of Association. Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the maximum rate then permitted under Florida Law. The Association can bring an action at law against the property. No owner can waive or otherwise escape liability for the assessment by non-use of the Common Areas or roads nor by abandonment of his lot.

Section 9. Subordination of the lien to Mortgage. The lien of the assessments provided for herein is subordinate to the lien of any first mortgage. Sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lien thereof, will extinguish the lien of the assessment as to payments, which became due prior to such sale or transfer. No sale or transfer will relieve liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and will be held, transferred, sold, conveyed and occupied subject to this declaration is located in Hamilton County, Florida and is described on page 1 of this Declaration.

Section 2. Additions to existing Property. Additional land may become subject to this Declaration in the sole discretion of the Developer by recording of additional or supplemental declaration containing essentially the same substance as the instant Declaration. Any Subsequent or supplemental Declaration of Restrictions and Protective Covenants will interlock all right of members to the Association to the end that all rights resulting to members of the Association will be uniform as between all covered lands and properties. Such Additional land may include both additional property owned by Developer, and property owned by other, if the Developer's written consent thereto is recorded in the Public Records.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of the Declaration of Restrictions and protective Covenants, no additions will revoke or diminish the rights of the owners of the properties to the utilization of the common areas, except to grant to the owners of the properties being added the right to use the common areas.

**ARTICLE VII
AMENDMENT BY DEVELOPER**

The Developer reserves and shall have the sole and exclusive right without notice to amend the Covenants and Restrictions for the limited purpose of curing a scrivener's error, ambiguity, in or inconsistencies between the provisions contained herein.

**ARTICLE VIII
ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of the Developer and the Association, may impose any additional covenants or restrictions on the properties nor on any properties added pursuant to Article VI hereof.

**ARTICLE IX
GENERAL PROVISION**

Section 1. Enforcement. The Association or any owner has the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or later imposed by the provisions of this Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained will not constitute a waiver of the right to do so hereafter.

Section 2. Severability. Invalidity of any of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which shall remain in full force and affect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration will run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the Public Records, after which time they will be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty- (20) year period by an instrument signed by not less than ninety percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. To be affective, any such amendment must be recorded in the public records of Suwannee County, Florida.

**OPERATION AND MAINTENANCE PLAN
FOR
CROSS ROADS ESTATES
HAMILTON COUNTY, FLORIDA**

A. GENERAL

An established maintenance plan is necessary to ensure proper serviceability of the graded roadway driving surface, roadside ditches and drainage structures. Routine scheduled maintenance is necessary for the operation of a graded roadway. The objective and intent of a maintenance plan is to provide a guide to the owner/operator for scheduling and performing necessary routine maintenance. Damage due to natural disasters or events should be considered differently and should be dealt with as the need arises.

B. MAINTAINING THE DRIVING SURFACE

The roadway-driving surface should be graded, as necessary, up to four (4) times annually. Routine grading should not include re-ditching, especially if the grass vegetation is well established. However, in order to maintain a serviceable driving surface and a crowned roadway, the roadside shoulder should be mixed and regraded to the centerline of the roadway to rebuild the crown on the driving surface. Off-site fill may be required to compliment the regrading of the shoulders to provide a sufficient amount of fill for crowning the driving surface. The roadway crown should be rebuilt when routine grading eliminates the crown of the driving surface.

C. MAINTAINING THE ROADSIDE DITCH

Following the completion of the initial phase of construction and after the grass vegetation has been established, the roadside ditches must be routinely maintained to prevent siltation and to repair erosion damage. Mowing is part of roadside ditch maintenance and should be performed, as necessary, up to three (3) times annually (early, middle, and late summer months). The operator should inspect for siltation and erosion during the scheduled mowing and grading operations. Erosion damage should be repaired when roadside ditches have been eroded and have lost the grass vegetation stabilization. Repair should be to restore the roadside ditch to its typical cross-section as shown on the engineering plan, including re-grassing. Siltation should be removed when the depth of the ditch has been reduced to less than nine inches or $\frac{1}{2}$ the design section. Repair should include the regrading of the ditch to the design cross-section, including re-grassing.

D. MAINTAINING DRAINAGE STRUCTURES

Drainage structures should be inspected at the times of scheduled grading and mowing operations. Erosion damage at the pipe outlet should be repaired as necessary. Repairs should include filling and compacting the eroded area and re-grassing as required to prevent future erosion damage. Siltation should be removed from the pipe when $\frac{1}{3}$ or greater of the diameter of the pipe is filled

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with silt. Repair should include the removal of the silt and repair of any eroded areas that contributed to the siltation of the pipe.