

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LANDS KNOWN AS "DEERFIELD FARMS"
an unrecorded subdivision**

This Declaration of Restrictions and Protective Covenants for **"DEERFIELD FARMS"**, an unrecorded subdivision in Hamilton County, Florida, is made this 25 day of July, 2003, by **IRA JOHN SEASHOLTZ**, hereinafter "Declarant", the legal title holder of all real property subject to this Declaration. Said real property being referred to as **"DEERFIELD FARMS"** and being more particularly described on attached Exhibit "A", and incorporated herein by reference.

WHEREAS, Declarant is the owner in fee simple of all real property described in Exhibit "A" attached hereto; and

WHEREAS, Declarant shall cause or have caused to be formed **"DEERFIELD FARMS HOMEOWNERS ASSOCIATION, INC."**, a Florida not for profit corporation hereafter referred to as the "Association". The Association will have certain powers and duties, including, without limitation, acquiring title to real property and the management, maintenance, operation and care of real property and personal property, including, without limitation, all easements, recreation areas, lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or owners in common; to fix and make assessments against lot owners and collect the assessment, including costs and attorney fees, by any lawful means; and the enforcement of this Declaration. The Association will also be responsible for assessing, collecting and disbursing funds for the construction and maintenance expenses of the easements, drainage and other common areas within the Subdivision.

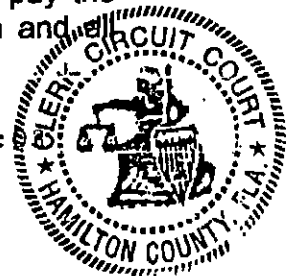
NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and Declarant declare that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

A. Each lot owner shall automatically be a member of the Association, and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership including the duties to pay the Association expenses and comply with the by-laws of the Association and all rules governing use of the **"DEERFIELD FARMS"** area.

FILED AND RECORDED
DATE 07/30/2003 TM 04:

- 1 - GREG GODWIN CLERK
CO: HAMILTON ST: FL

RECORD VERIFIED
BY F. D. Bese DC



B. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas of **"DEERFIELD FARMS"**. Said easement shall pass and automatically run with title to each lot subject to Paragraph D below.

C. Declarant and the Association may, at any time and in the sole discretion of either of them, seek to have Hamilton County, Florida, accept responsibility for maintenance of the roadways and ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas in **"DEERFIELD FARMS"**. In the absence of acceptance of said roads or ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas for maintenance by Hamilton County, all provisions of this Declaration regarding such maintenance and use by owners and the Association shall remain in full force and effect.

D. The not for profit Association shall assess any estimated necessary expenses for the construction and maintenance of easements and ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas or other common areas, insurance and administration, if any, with estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be at cost. The initial assessments shall be determined by the Declarant.

E. As used in this Declaration, the following terms shall mean:

1. Association: **DEERFIELD FARMS HOMEOWNERS ASSOCIATION, INC.**
2. Farm Animals: horses, cows, goats, and chickens
2. Owner: A person or persons or other legal entity, except Declarant, owning one or more lots in Deerfield Farms. Said Owners shall constitute Class A members.
3. Declarant: **IRA JOHN SEASHOLTZ.**
4. Vote of members: A vote of each class of members in the Association.

F. Declarant shall constitute the Class B members of the Association. Such class of membership shall continue until such time as the Declarant owns three (3) or fewer lots within the Subdivision. Upon termination of the Class B membership, Declarant shall become a Class A member.

This Declaration can be amended at any time by a majority vote, in favor thereof, by each class of the members of the Association, provided, however, that no amendment shall be effective without Declarant's written consent, if Declarant is then the owner of a lot. Provided, further, that amendments to these articles which directly or indirectly impact the operation and maintenance of the surface water management system, including but without limitation, all lakes,

ditches, canals, retention or detention areas, drainage, or other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common, may be made after approval by the SUWANNEE RIVER WATER MANAGEMENT DISTRICT. Such approval shall be in the form of a modification to any and all permits issued by the SUWANNEE RIVER WATER MANAGEMENT DISTRICT under the lawfully adopted rules of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT in effect at the time of the application and modification. Amendments to these articles which do not impact the operation or maintenance of the system may be made without authorization of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT; however, copies of any such amendments shall be forwarded to the district within thirty (30) days of approval. Amendments to this Declaration shall be recorded in the public records of Hamilton County, Florida.

**THE FOLLOWING LAND USE COVENANTS AND RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS.**

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until July 31, 2013, at which time they shall be automatically extended for successive periods of ten (10) years, unless a majority of each class of the members of the Association vote to terminate them. In the event this Declaration is terminated notice of such termination shall be recorded in the public records of Hamilton County, Florida.

1. Enforcement of these provisions shall be by proceedings at law or in equity against any person violating any covenant hereof, either to restrain such violation or to recover damages. Any member of the Association or the Association in its own name may maintain such action. In the event suit is instituted to enforce these provisions the prevailing party shall be entitled to recover a reasonable attorney's fee together with court costs.

2. Only one (1) dwelling, (mobile home, modular home, site built house, or other lawful building or structure used or intended to be used for habitation by human beings) may be placed or erected on any lot. This limitation shall not prohibit the erection or placement of a garage for parking the owner's private motor vehicle or storage buildings for personal equipment or tools or a barn or pet shelters.

3. All dwellings must contain a minimum of 1200 square feet of heated space, exclusive of porches. No mobile home more than four (4) years old (from the date of manufacture) may be placed in the Subdivision. All mobile homes must be completely skirted with factory produced skirting. Skirting must be completed at the time the mobile home is set up on the property.

4. Construction of any dwelling or other permitted structure within the Subdivision shall be completed within 180 days of the first delivery of construction materials to the construction site.

5. The minimum setback for all structures shall be eighty (80) feet from any county road or access easement and twenty-five (25) feet from any side lot line.

6. All lots shall have culverts at each entrance or exit. Culverts shall be installed at the lot owner's expense and in accord with Hamilton County Road Department specifications.

7. (A.) All improvements shall be of a neat and presentable nature and shall not detract from the value of any other parcel of land within the Subdivision. No used tin or tarpaper siding shall be allowed.

(B.) Lots must be maintained and kept neat and orderly. All lots shall be mowed at least once each year between May 1 and September 30.

(C.) In the event an owner fails to mow his lot by September 30th the Association may have the lot mowed and assess the Owner for the costs of mowing. Provided, however, that no assessment for mowing may be levied unless the Association provided the Owner with written notice of its intent to mow the Owner's lot and such notice shall provide the Owner with at least 21 days in which to have the lot mowed.

(D.) Assessments levied pursuant to this paragraph shall have the same force and effect as assessments levied pursuant to Paragraph D above.

8. (A.) No used or junk automobiles, trucks, farm equipment or construction equipment or automobile parts, truck parts, farm equipment parts or construction equipment parts, whether new or used, shall be stored or accumulated on any lot at any time, unless inside a closed, walled structure.

(B.) No lot shall be used for the storage of unsightly or unsanitary articles or for the storage of any material that is detrimental to the value of any other lot.

(C.) No noxious or offensive activity shall be carried on upon any lot.

(D.) Non-muffled engines shall not be operated on the lots or easements within Deerfield Farms.

9. No motor home, travel trailer, camper trailer, van, camper body of the type carried on a pick-up or similar truck, tent, shed, or similar structure, may be placed on any lot and used as a residence for more than 180 total days in any calendar year.

10. No outhouses, portapotties, etc. shall be permitted.

11. Farm animals may be kept, housed or maintained, within the Subdivision, except where such animals would create a nuisance. Keeping, housing or

maintaining no more than 1 horse or cow or 2 goats per acre or 25 chickens per lot shall not constitute a nuisance as the term is used in this Declaration.

12. All dogs must be confined to their owner's lot. Any dog allowed to freely roam through Deerfield Farms shall be deemed a nuisance animal under the terms of this Declaration. The keeping of more than five (5) adult dogs per lot shall constitute a nuisance under the terms of this Declaration

13. Parking on or obstructing the access easement is prohibited.

14. No lot shall be divided.

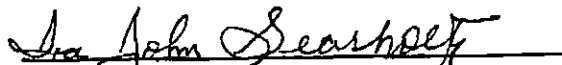
15. Commercial sand pits or clay pits shall not be permitted.

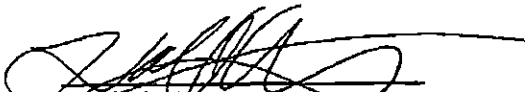
16. Any notice required to be sent to any member of the Association pursuant to the provision of this Declaration shall be deemed to have been properly given when mailed, postage paid, return receipt requested, to the last known address of the member to be notified as it appears in the records of the Association at the time of mailing.

17. Invalidity of any one or more of these covenants by judgment or court order shall not affect the validity of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have placed our hands and seals this 29th day of July, 2003.


Irene L. Decker


IRA JOHN SEASHOLTZ


Hal A. Airth

**STATE OF FLORIDA
COUNTY OF SUWANNEE**

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of July 2003, by **IRA JOHN SEASHOLTZ** who is personally known to me or who produced the identification shown above and who took an oath


Hal A. Airth, Notary

Bonded Thru Notary Public Underwriters

Prepared by:
HAL A. AIRTH
Attorney at Law
P.O. Box 448
Live Oak, Florida 32060
FL Bar #306533

EXHIBIT "A"

Part of Section 17 and part of Section 20, Township 2 North, Range 12 East, Hamilton County, Florida, being more particularly described as follows:

For a Point of Reference commence at the Southwest corner of said Section 17; thence run N 89°42'27" E, along the South line of said Section 17, a distance of 751.20 feet to the POINT OF BEGINNING; thence run N 19°28'07" E, a distance of 520.24 feet; thence run N 08°38'07" E, a distance of 141.03 feet; thence run N 04°38'24" W, a distance of 209.63 feet; thence run S 85°57'37" W, a distance of 677.09 feet to the East right-of-way line of an existing county graded road; thence run N 12°23'29" E, along said right-of-way line, a distance 62.48 feet; thence run N 85°57'37" E, a distance of 719.37 feet; thence run S 03°56'43" E, a distance of 59.94 feet; thence run N 85°57'35" E, a distance of 1471.06 feet; thence run N 00°28'09" W, a distance of 420.54 feet; thence run N 89°27'34" E, a distance of 1533.45 feet; thence run S 00°03'01" E, a distance of 1364.51 feet, to a point on the North line of said Section 20; thence run S 00°00'54" W, a distance of 2245.16 feet, to the Northerly right-of-way line of County Road No. 152; thence run N 34°00'35" W, along said Northerly right-of-way line, a distance of 108.32 feet to a point of curve of a curve concaved Southwesterly having a radius of 1472.39 feet; thence run along and around said curve a chord bearing and distance of N 59°40'28" W, 1280.846 feet; thence run N 06°13'46" W, a distance of 360.96 feet; thence run S 83°46'14" W, a distance of 260.00 feet; thence run S 06°13'46" E, a distance of 114.98 feet; thence run S 83°48'22" W, a distance of 600.29 feet; thence run S 06°14'41" E, a distance of 220.00 feet to said Northerly right-of-way line; thence run S 83°43'31" W, along said Northerly right-of-way line, a distance of 60.01 feet; thence run North 06°14'41" W, a distance of 361.96 feet; thence run S 86°16'15" W, a distance of 536.02 feet; thence run N 00°00'23" E, a distance of 1243.17 feet to said North line; thence run S 89°42'27" W, along said North line, a distance of 577.32 feet to the POINT OF BEGINNING.