

DEED OF RESTRICTIONS

WHEREAS, SUBRANDY LIMITED PARTNERSHIP is the owner of the property described as Facil Farms Phase I, Lots 1-24 inclusive, as recorded in Plat Book 3, Pages 22-23 of the public records of Hamilton County, Florida, its ownership of said property derived from Deeds recorded in Official Records Book 388, Pages 35-41, and Official Records Book 481, Page 266, all of the Public Records of Hamilton County, Florida; and

WHEREAS, SUBRANDY LIMITED PARTNERSHIP is the sole owner of all of the property described herein; and

WHEREAS, the prospective purchasers of said land are entitled to use and enjoy said land without being subjected to unpleasant noises, odors, or views as might be caused or created by the activities or operations of the purchasers of other portions of this land, the Owner, SUBRANDY LIMITED PARTNERSHIP, does by these presents provide that all of the land described herein shall be, and the same hereby are, made subject, until December 31, 2026, A.D., to the Covenants, Restrictions, Conditions, Reservations and Privileges running with the title to said land as follows:

1. There shall not be any type of commercial poultry operation nor any type of commercial feedlot operation carried on or conducted on the Lots described herein, nor any type of dog kennel operation for any purpose. For these purposes, any number of dogs over five will be considered a dog kennel operation. Pigs shall be allowed to occupy said lands if they are confined in an area greater than 100 feet to any property line. All other typical farm-type livestock are permitted.
2. All mobile homes must be skirted at time of placement.
3. Any mobile home placed upon any property described herein shall have a manufacture date not more than five (5) years previous to the placement of the mobile home. Lots 1 and 24 are restricted to houses or doublewides with a manufacture date no earlier than 2 years prior to placement. Singlewides are permitted on the remaining lots.
4. Any mobile home placed on any property described herein must have at least 800 square feet living area. Any site built house must have at least 1100 feet heated area. There shall be no dwelling commonly known as "Travel Trailers" or "Motor Homes" used as a residence for more than 30 days in any one-year where the same parcel also contains a principal dwelling of any other type. On any parcel that contains no such other dwelling, a "Travel Trailer" or "Motor Home" may be used for a residence for a period of time not to exceed 120 days in any one-year period.

5. If any purchaser or owner of the property described herein shall desire to place a mobile home on the property which has a manufacture date previous to that date set forth in Paragraph 2, prior to the date of such placement, The Board of Directors of Facil Farms Homeowners Association, Inc. by majority vote shall be empowered to waive the five (5) year requirement, if, in their opinion, such mobile home has the appearance of meeting the age requirement. ANY SUCH WAIVER SHALL BE IN WRITING from said HOMEOWNERS ASSOCIATION before any such mobile home may be placed on any of the property described herein. Such waiver shall also be subject to Hamilton County agreeing to issue a building permit for said mobile home.
6. There shall not be placed nor kept upon any of the lands described herein, junk of any kind or description, including, but not limited to, junk automobiles, worn out or discarded electrical appliances, machinery, nor any other junk of any kind or nature, nor items generally construed to be junk, nor any USABLE ITEMS or materials stored outside in an objectionable or unsightly manner. The term "junk" and "unsightly" shall be construed and defined as being "junk" and "unsightly" in the sole opinion of the Board of Directors of Facil Farms Homeowners Association, Inc. Said Facil Farms Homeowners Association, Inc. reserves the right to remove any of the above-described junk or any other unsightly refuse from any tract in the herein described property at the cost of the owner, purchaser or occupant.
7. Dwelling units must be set back a minimum of 100 feet from all roads and 50 feet from any lot line. Developer shall have the right to waive set back requirements where irregular lot configuration or topographical features would result in excessive hardship thereunder. All buildings placed on any lot must comply with applicable Suwannee River Water Management District (SRWMD) buffer requirements and County set back requirements regardless of the configuration of topography of the lot.
8. The Developers reserve an assignable right to place a twenty (20) foot easement, being ten (10) feet on each side of all side lot lines for the purpose of drainage and public utilities and a twenty (20) foot easement along the rear and front lot lines, including without limitation a twenty (20) foot easement for the aforesaid purpose along and adjacent to all roadways. The owner of any lands covered by these Restrictions shall refrain from obstructing the natural drainage of the lands herein and shall keep any natural drainage ways as may exist on said lands clear so as not to interfere with drainage plans approved by the SRWMD. The Developers, for themselves and its assigns, reserve the right to enter upon the land covered by these Restrictions, without cost or liability to the owner, to maintain the drainage

system thereon as described in the SRWMD permit and/or shown on the plat, the Developers can dedicate, transfer or grant easements to any part of the drainage system to any public agency, authority or utility for the purpose intended including, but not limited to ingress, egress, public utilities and drainage.

9. The installation, repair, purchase and maintenance of driveway culverts, if any are used, are the responsibility of the lot owner, who must obtain a permit for the installation of from the appropriate authorities. No ditch or drainage area may be filled or altered without approval from the SRWMD.
10. Developer has caused to be organized under the laws of the State of Florida a non-profit corporation known as "Facil Farms Homeowners Association, Inc." (herein "Homeowners Association"). Developer will transfer to Homeowners Association title to certain private roads located within the development, as more particularly identified on the plat of the development for the purpose of maintenance, repair and upkeep of said roads. Upon conveyance of title to said roads, the Homeowners Association shall succeed to the rights and obligations of Developers with respect to the repair, maintenance and upkeep of said roads, and shall maintain the same as private roads for the benefit of the Developer and other owners of lots within the development.
11. No vehicles over a one ton capacity shall be allowed to operate on the roadways of Facil Farms Subdivision unless such operation is directly related to construction or maintenance activities on a lot in the subdivision without the express consent by a majority vote of the Board of Directors of Facil Farms Subdivision. This restriction shall be deleted from these restrictive covenants at any such time as the roads are deeded to Hamilton County for ownership and maintenance.
12. At any time, Hamilton County agrees to take ownership of the roadways in Facil Farms Phase I and maintain such roads, the Facil Farms Homeowners Association, Inc. shall deed said roads over to the County.
13. Each owner of a lot within the development shall, as an appurtenance to ownership of such lot, have membership in the Owners Association, subject to the Articles of Incorporation and By-Laws thereof, and the rights of membership in the Homeowners Association shall be deemed to run with the title to each such lot. Pursuant to the provisions of the Articles of Incorporation and By-laws of the Homeowners Association, each lot owner is required to pay assessments for the maintenance of the private roads, entranceway and other expenses of the Homeowners Association. Upon default in payment of such assessment, the Homeowners Association has the right to file a lien upon the lot of such

14. In the event of a violation of breach of any item with this Declaration by any person or concern claiming by, through or under the Developers, or by virtue of any judicial proceedings, the Developers and the owner of any lot located on the property, or either of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. 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 thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
15. The Developer, for itself and for its successors or assigns, reserve the right to make reasonable modifications and/or amendments to any and all of the foregoing restrictions and reservations.
16. Any invalidation by Court Order or any other governmental authority of any of the Restrictive Covenants contained herein shall not affect the validity of all of the other Restrictive Covenants contained herein.

IN WITNESS WHEREOF, SUBRANDY LIMITED PARTNERSHIP has hereunto
caused these presents to be executed this 22nd day of January, 2003.

Signed sealed and delivered

Subrandy Limited Partnership

In the presence of:

Nanci L. Griffis

By: Bradley N. Dicks

Bradley N. Dicks, General Partner

Nanci L. Griffis

(Print or type name)

A Leonard Dicks

A Leonard Dicks

(Print or type name)

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 22nd day of January, 2003,
by Bradley N. Dicks, General Partner of Subrandy Limited Partnership, who is personally
known to me and who did not take an oath.

My commission expires:

Nanci L. Griffis
Notary Public



FILED AND RECORDED

DATE 01/24/2003 AM 12:03

This instrument was prepared by: Lenvil H. Dicks

P.O. Box 1

Lake City, FL 32056

GREG GODWIN
CO-HAMILTON

CLERK
ST. FL

RECORD VERIFIED
BY F. D. Bace DC