

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR FL 2547 B 375 P 77  
FOREST TOWNE SUBDIVISION CO: HAMILTON ST: FL

This Declaration of Restrictions and Protective Covenants for FOREST TOWNE SUBDIVISION hereinafter referred to as the "Protective Covenants", is made this 14th day of December, 1995, by Forest Towne, Inc. hereinafter referred to as "The Company", the legal title owner of all real property subject to these Protective Covenants except for Lot 39 of Forest Towne Subdivision according to the plat thereof recorded in the Public Records of Hamilton County, Florida which said lot is owned by MARVIN M. RODGERS, JR., a single man, who also joins in, consents to and executes this Declaration, all of said real property being referred to as Forest Towne Subdivision, and being described with more particularity on the attached "Exhibit A", which is by this reference incorporated herein and made a part hereof.

WHEREAS, The Company and Marvin M. Rodgers, Jr. are as stated above the owners in fee simple of all real property described on Exhibit A attached hereto, and

WHEREAS, The Company shall cause or has caused to be formed FOREST TOWNE PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of management, maintenance, operation and care of real property, including but without limitation, all roads, surface water management systems, 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 by the association or the owners in common, and the enforcement of the Covenants and Restrictions herein contained, as well as the collection and disbursement of maintenance and upkeep expense.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Association and The Company declare that said real property shall be owned, held, used, transferred, sold, conveyed, demise 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 deriving title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of real property, including said Lot 39 of FOREST TOWNE owned by Marvin M. Rodgers, Jr.

A. 100-YEAR FLOOD PRONE AREAS

Properties which have natural ground elevations less than 140 feet above mean sea level as shown on the plat are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by \* which requires that structures be elevated at least one foot above the 100-Year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development. The Hamilton County Building Official is the local government unit which implements the FEMA National Flood Insurance minimum development standards.

B. 10-YEAR FLOOD PRONE AREAS

Properties which have natural ground elevations less than the feet above mean sea level as shown on the plat are subject to common and frequent flooding (a ten percent probability of flooding in any year.) Such properties may not be suitable or eligible for permits for onsite sewage disposal systems (septic tanks.) No construction of any kind shall be commenced on any lot in FOREST TOWNE Subdivision until the lot owner has first obtained all required permits from the Hamilton County Building Official, Department of Health and Rehabilitative Services, Suwannee River Water Management District and all other agencies of government having jurisdiction.

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1. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas on such FOREST TOWNE, which easement shall pass and automatically run with title to each lot subject to Paragraph 3 hereinafter below.

2. 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 expense and comply with the by-laws of such non-profit Association and all rules governing use of Forest Towne Subdivision.

3. The Company or 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 dedicated roadways for maintenance. The Company and the Association, or either of them shall have full power and authority to transfer the fee simple title to said roadways to Hamilton County, in which event, said roadways shall become public roads and the easements for use of road areas there referred to in Paragraph 1 hereinabove shall be unnecessary and therefore null and void. In the absence of acceptance of said roads for maintenance by Hamilton County, all provisions of this Declaration regarding road maintenance and use by owners and the Association shall remain in full force and effect.

4. The non-profit Association may assess any estimated necessary expenses for maintaining all of the above described roads, surface water management works, and improvements, with estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be at cost. Initial assessments shall be determined by the Association.

5. This Declaration can be amended at any time by a seventy-five percent (75%) vote, in favor thereof by the members.

**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 December 31, 2002, at which time these covenants shall be automatically extended for successive periods of ten (10) years. Unless with approval of Suwannee River Water Management District and by vote of 75% of the then owners of lots, it is agreed to change said covenants in whole or in part by written instrument duly recorded in the Public Records of Hamilton County, Florida, the following stand:

If the parties hereto, or any of them or 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 real property situated in said development or subdivision to prosecute or bring a proceeding in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

1. **DEFINITIONS.** - At all times herein, the following words shall have the meaning and definition, to-wit:

(a) "Dwelling" - shall mean mobile home, modular home and any other lawful building or structure used or intended to be used for habitation by human beings.

(b) "Lot" - shall mean one lot as shown on the recorded plat of said subdivision.

2. Other than temporary camping (as regulated by government), or a home business in conjunction with its residence (that does not involve customer traffic and does not create an annoyance or nuisance to the neighbors, no lot shall be used except for residential purposes. Only one single-family dwelling shall be placed or erected on such lot and any incidental buildings such as garage, storage building or barn may be erected, all in accordance with the building regulations of Hamilton County, Florida.
3. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done on any lot that may be or become a nuisance.
4. No rubbish, junk cars, abandoned motor vehicles, trash, litter, garbage or other waste shall be allowed to accumulate on any lot. All such material shall be disposed of by lot owner in a lawful manner.
5. Horses, pets and farm animals may be raised or kept on any lot where the owner resides, except that no animal shall be so kept as to constitute a nuisance.
6. No sign shall be displayed to public view on any lot, except one sign of not more than four square feet showing the occupant or advertising the property for sale or rent or name of builder during construction.
7. All dwellings shall be constructed, installed, placed and maintained in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
8. This subdivision being residential in use, there shall be no hunting at any time on the roadways or lots of Forest Towne nor shall there be any discharge of firearms.
9. All septic tanks shall be constructed and located at elevation and in soil area on lot and distance from all wells in compliance with statutes of the United States, the State of Florida, and regulations of all governmental agencies.
10. All lot owners agree to assist and cooperate with the Forest Towne Property Owners Association, Inc. which has accepted all roads in Forest Towne for permanent maintenance, including all drainage and surfacewater management systems.
11. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under, or by the virtue of any judicial proceeding, the Association, and the owners of lots in FOREST TOWNE or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof, but failure to so enforce any term or condition herein however long continued shall not be deemed to be 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 not bar or affect its enforcement. The invalidation by court of any of the restrictions herein contained shall in no way effect any of the other restrictions but they shall remain in full force and effect.

#### ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collections, including reasonable attorney's fee, are hereby declared to be a charge and continuing lien upon each lot against which such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the person, persons or entity owning the lot assessed.

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Said lien shall be effective only from and after the time of the recording among the Public Records of Hamilton County, Florida, of a written and acknowledged statement by the Association setting forth the amount due as of the date the statement is signed. Upon full payment, owner shall be entitled to a recordable satisfaction of the statement of lien. Where an institutional mortgagee of record obtains title to a lot as a result of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for its share of assessment pertaining to such lot or those assessments chargeable to the former owner which were due prior to the acquisition of title as a result of foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure.

All other restrictive covenants shall continue in full force and effect indefinitely unless and until invalidated by Court judgment or decree.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for FOREST TOWNE has been signed by the Company on the first page hereof as of the day and year first above set forth.

Signed, sealed, and delivered in the presence of:

FOREST TOWNE, INC.

*Dolores Hendrick*  
DOLLORES HENDRICK

By: *Marvin Rodgers*  
SYLVIA A. RODGERS, President

*Paul Hendrick*  
PAUL HENDRICK

Attest: *Marvin Rodgers*  
MARVIN RODGERS, Secretary

STATE OF FLORIDA  
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared SYLVIA A. RODGERS and MARVIN RODGERS known to be President and Secretary respectively of FOREST TOWNE, INC., a corporation, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and the seal affixed thereto is the true and corporate seal of said corporation, and they did take an oath and showed Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A.D., 1985.

*Dolores Hendrick*  
DOLLORES HENDRICK, NOTARY PUBLIC

This Instrument was Prepared by:  
PAUL HENDRICK, Attorney at Law  
P.O. Drawer 151  
Jasper, Florida 32052

My Commission Expires: 2/10/1988



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IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for FOREST TOWNE has also been signed by MARVIN M. RODGERS, JR., a single man, the owner of Lot 39, FOREST TOWNE SUBDIVISION, on the day and year set forth hereinbelow.

Signed, sealed and delivered  
in the presence of:

Gerard W. Vanhook  
(Print name of witness below  
signature) Gerard W. Vanhook

Emily J. Oberst  
(Print name of second witness  
below signature) EMILY J. OBERST

Marvin M. Rodgers, Jr.  
MARVIN M. RODGERS, JR., a single man

STATE OF FLORIDA  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared MARVIN M. RODGERS, JR., a single man, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same and did produce Florida Drivers License as identification and did take an oath.

WITNESS my hand and seal in the County and State  
last aforesaid this 19 day of December, 1995.

Emily J. Oberst

NOTARY PUBLIC  
My Commission Expires:

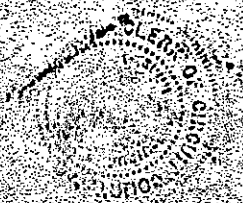


EMILY J. OBERST  
My Comm Exp. 7/31/96  
Bonded By Service Inc  
No. CC206982  
Notary Public (1) Oberst

FILED AND RECORDED  
DATE 12/28/95 TIME 02:02

ELAINE ROZIER CLERK  
CO:HAMILTON ST:FL

RECORD VERIFIED  
BY LA. BAKER DC



## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTIONS 7 AND 8, TOWNSHIP 2-NORTH, RANGE 13-EAST, HAMILTON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT-OF-REFERENCE ONLY COMMENCE AT THE NORTHWEST CORNER OF SECTION 8, AND FROM SAID POINT-OF-REFERENCE RUN S 08° 50' 24" E 55.97 FEET TO A CONCRETE MONUMENT ON THE SIXTH RIGHT-OF-WAY OF COUNTY ROAD 150, THENCE RUN ALONG SAID RIGHT-OF-WAY OF COUNTY ROAD 150 N 08° 36' 35" E 400.02 FEET TO AN IRON PIN, THENCE RUN S 08° 50' 24" E 501.08 FEET TO AN IRON PIN AND THE POINT-OF-BEGINNING. FROM SAID POINT-OF-BEGINNING RUN N 80° 36' 35" E 2174.20 FEET TO AN IRON PIN, THENCE RUN S 68° 23' 45" E 196.08 FEET TO THE WEST EDGE OF HILL BRANCH, THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG THE WEST EDGE OF HILL BRANCH: S 32° 20' 07" V 364.72 FEET, S 56° 10' 52" V 47.09 FEET, THENCE LEAVING THE WEST EDGE OF HILL BRANCH, RUN DUE SOUTH 15.08 FEET TO THE EAST EDGE OF HILL BRANCH, THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG THE EAST EDGE OF HILL BRANCH WHICH LIES WITHIN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8: S 50° 23' 09" V 110.18 FEET, N 19° 21' 51" V 48.08 FEET, N 50° 50' 13" V 72.29 FEET, S 57° 06' 22" V 98.17 FEET, S 45° 00' 00" E 21.21 FEET, S 34° 00' 17" V 405.19 FEET, S 65° 36' 51" V 125.08 FEET, S 40° 50' 50" V 21.93 FEET, N 4° 40' 17" E 44.91 FEET, S 06° 50' 04" V 116.95 FEET, S 36° 00' 31" V 157.25 FEET, THENCE LEAVING THE EAST EDGE OF HILL BRANCH, RUN DUE WEST 13.49 FEET TO THE WEST EDGE OF HILL BRANCH, THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG THE WEST EDGE OF HILL BRANCH: S 35° 06' 44" V 19.08 FEET, S 55° 42' 40" E 71.00 FEET, S 4° 50' 01" V 200.35 FEET, S 7° 45' 20" E 260.39 FEET, S 52° 42' 32" V 175.71 FEET, THENCE RUN ALONG THE NORTH, EAST AND SOUTH EDGE OF THE OLD WATER HILL SITE THE FOLLOWING BEARINGS AND DISTANCES: S 01° 26' 23" E 35.27 FEET, S 71° 10' 23" E 61.96 FEET, S 19° 43' 42" E 58.58 FEET, S 9° 35' 30" V 30.05 FEET, S 22° 30' 54" V 129.01 FEET, S 31° 02' 22" V 256.23 FEET, S 72° 00' 40" V 44.24 FEET, S 79° 24' 37" V 52.38 FEET, S 01° 52' 09" V 56.19 FEET TO THE WEST EDGE OF HILL BRANCH, THENCE CONTINUE ALONG THE WEST EDGE OF HILL BRANCH THE FOLLOWING BEARINGS AND DISTANCES: S 55° 13' 21" E 63.19 FEET, S 71° 58' 28" E 95.04 FEET, S 41° 32' 56" E 232.17 FEET, S 91° 07' 10" V 204.34 FEET, S 5° 10' 03" V 301.07 FEET, AND S 26° 41' 59" V 27.05 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THE GEORGIA SOUTHERN AND FLORIDA RAILROAD, THENCE RUN ALONG SAID RIGHT-OF-WAY OF SAID RAILROAD N 55° 40' 35" V 3741.78 FEET TO AN IRON PIN, THENCE RUN N 08° 59' 14" E 420.69 FEET TO AN IRON PIN, THENCE RUN N 08° 36' 35" E 1755.09 FEET TO THE POINT-OF-BEGINNING. The Plat of said subdivision is recorded in Plat Book 2, Page 90, of the Public Records of Hamilton County, Florida.