

THIS INSTRUMENT PREPARED BY:

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AFTER RECORDING PLEASE RETURN TO:

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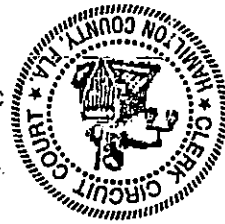
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GREG GODWIN CLERK
CO:HAMILTON ST:FL

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BY *V. Hill*

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SPACE ABOVE THIS LINE FOR RECORDING PURPOSES

RESTRICTIVE COVENANTS

GEORGIA, LOWNDES COUNTY.

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this the 15th day of October, 2008, by HILLANDALE DEVELOPMENT, LLC, of Hamilton County, Florida,

WITNESSETH:

WHEREAS, the above party is the owner of real estate located in Hamilton County, Florida, more particularly described as follows:

AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, ALL OF WHICH PROPERTY IS TO BE DEVELOPED AND IS TO BE CALLED HILLANDALE SUBDIVISION.

WHEREAS, it is to the interest, benefit and advantage of the subdivision owner and to each and every person who shall hereafter purchase any lot in said subdivision that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the owner of said property and each and every subsequent owner of any of the lots in said subdivision said owner does hereby set up, establish, promulgate and declare the following restrictive covenants to apply to all of said lots and to all persons owning said lots or any of them hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the parties listed above.

ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to HILLANDALE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Hillandale Subdivision.

SECTION 4. "Declarant" shall mean and refer to HILLANDALE DEVELOPMENT, LLC, its successors and assigns.

SECTION 5. "Common Area" shall mean those areas, regardless of ownership, requiring gardening, mowing or other cleaning to maintain the appearance of the Subdivision, including, but not limited to all retention ponds, roadways, fences and areas dedicated for signage.

SECTION 6. "Surface Water System" means a Surface Water or Storm Water Management System which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

SECTION 7. "District" shall mean the Suwannee River Water Management District.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

SECTION 2. The Association has two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

- (i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or
- (ii) On the 1st day of January, 2015, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

- (i) Any increase in the maximum Annual Assessment requiring the vote of the Association members under Section 3 of Article III hereof; and
- (ii) Any proposal that a special assessment be levied by the Association under Section 4 of Article III hereof.

When entitled to vote, Class A members shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be entitled to vote on all matters and all events. The Class B membership shall automatically terminate and cease to exist, at such time as the Class A members shall be entitled to full voting privileges, in which event Class B member shall be and become a Class A member.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot by acceptance of a deed therefor, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's

fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall be obligated to pay the annual assessment or share for each Lot owned by Declarant at the time when Declarant's Class B membership is converted to Class A membership as provided in Article II.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health safety, and welfare of the residents in the Subdivision and for the improvements and maintenance of the Common Area. Annual assessments shall include, and the Association shall require and pay for out of the funds derived from annual assessments, the following:

(a) Ground maintenance, landscaping and repair of the Common Areas and unsold lots. Common Areas include, but are not limited to easements, detention areas, fencing and all signage within the Property;

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area;

(c) Expense for security and other necessary personnel;

(d) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

(e) Worker's compensation insurance to the extent necessary to comply with Georgia law, and any other insurance deemed necessary by the Board of Directors of the Association.

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of Lot owners, or for the enforcement of these restrictions.

(g) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be One Hundred Twenty Five and no/100 Dollars (\$300.00) per Lot. The annual assessment shall be due on January 1 of each year, beginning on January 1, 2008. At the time of a conveyance of a Lot after January 1, 2008, a prorated assessment shall be paid for the remaining portion of the year. Annual assessments may be paid on a monthly or other basis as determined by the Board of Directors of Hillandale Homeowners Association, Inc. The maximum annual assessment may be increased each year as needed by the Association, but not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may 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 any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose;

Section 5. Special Assessment for Surface Water or Storm Water Management System. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part the cost of the

maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of all classes of membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Certificate as to Assessments. The Association shall, 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. and the Association shall have the right to file a lien in the public records of Hamilton County, Florida, to secure payment of all amounts due The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provide for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment that thereafter becomes due or from the lien thereof.

**ARTICLE IV
USE RESTRICTIONS**

Section 1. LAND USE AND BUILDING TYPE. All lots shall be used exclusively for residential purposes only. No commercial enterprise shall be conducted on any lots except rental of private homes. No building shall be erected, altered, placed or permitted to remain on any lot other than family-type dwellings, which shall be either single family. No hogs, cattle, poultry, or other livestock or animals of any kind shall be kept upon any lot described herein, except cats and dogs not exceeding two (2) in number of either on any one lot, and other usual household pets; provided, however, that no cat, dog or other pet shall be kept upon any such lot unless the premises wherein the same shall be kept shall be maintained at all times in a clean and sanitary condition and reasonably free of noxious or repugnant odors, flies, fleas and other insects. No Satellite dish exceeding two and one-half (2 1/2) feet in diameter shall be allowed.

Section 2. DWELLING SIZE AND TYPE. No family dwelling house shall be erected or located upon any of the said lots other than a dwelling having at least 2000 square feet of floor space, exclusive of porches, garages, carports, stoops and covered walkways or breezeways for single family dwellings.

Section 3. OCCUPANCY OF LOTS. No lot (including the buildings, facilities and improvements which may be situated thereon) shall be used or occupied by other than the owner thereof or lessees or tenants of the owner; provided, however, that when used and occupied by an

owner, lessee or tenant of such a lot, such lot may also be used and occupied by the members of the household, servants and guests of such owner, lessee or tenant. No trailer, basement, tent, shack, garage, barn or other building or temporary structures upon any lot shall be used or occupied as a residence or for dwelling purposes, either temporarily or permanently.

Section 4. TRASH. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5. RESPONSIBILITY OF OWNER AND ASSOCIATION. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere on any Lot.

Section 6. DUTIES OF ASSOCIATION AND OWNERS. The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Section 7. VEHICLES, MOTOR HOMES, ETC. All motor homes, semi-truck and trailers, campers, boats, and other recreational vehicles shall be kept, garaged or stored in such a manner as to not be visible from any road of Lot. No non-operation vehicle will be kept on any property for more than fourteen (14) consecutive days, and at no time that a non-operating vehicle is on the Property will it be stored as to be visible from any road or Lot. All motor homes, campers, boats, and other recreational vehicles must be stored either in a covered, enclosed garage or so as not to be visible from any road or Lot.

Section 8. RESERVATION OF RIGHTS. Declarant reserves unto himself, his heirs, successors and assigns, and to the Association a perpetual alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains, ground water dispersing systems and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water, drainage, or other public conveniences or utilities on, in or over such areas as are shown on the plats of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation and adequate drainage of surface waters.

Section 9. DRIVEWAYS AND PARKING PADS. All driveways and/or parking pads shall be paved with asphalt, concrete, or some other similar material. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.

Section 10. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected, placed or maintained, nor shall any addition thereto or exterior change therein be made, on any lot building site until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee, so as to qualify as to workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Plans and specifications must show the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage thereof. As minimum requirements only, but not to limit other requirements that may be imposed by the committee,

each dwelling or building shall have a minimum roof pitch of 7/12. No vinyl siding shall be allowed on any structure. Such plans and specifications shall be submitted to and approved in writing by the committee, or its successors, and a copy of such plans and building specifications, as finally approved shall be lodged with the Declarant, or its successors. Submission of said plans to the committee shall be accomplished by delivering two (2) copies thereof to: Hillandale Development, LLC, 504 N. Patterson Street, Valdosta, Georgia, 31601. The committee, or its successors, shall have the right to refuse any such building plans and specifications, which are not suitable or desirable in its opinion, for any reason, including purely aesthetic reasons. The approval or disapproval of such building plans and specifications as required by these covenants shall be in writing. In the event the committee has not acted on such plans and specifications within twenty (20) days of their submission, it shall be conclusively presumed that said plans and specifications have been approved. The Architectural Control Committee shall be composed of Barry R. Chapman and B.J. Creech. In the event of the death or inability to serve of either of said Committee members the remaining member shall have complete authority to act on behalf of the committee without the appointment of a replacement member.

ARTICLE V **GENERAL PROVISIONS**

Section 1. COVENANTS RUNNING WITH THE LAND. The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any lot upon the sale and conveyance of such lot as aforesaid, they shall be binding upon such lot and the purchasers thereof and all persons claiming under any such purchaser.

Section 2. VIOLATION OF COVENANTS. Should any future owner of one or more of said lots, or any person claiming under such owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of the Association or the present owner or any other person then owning one or more of the lots described herein to institute and prosecute appropriate proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent such violation or a continuation thereof, or to recover damages resulting from such violation, or both. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SURVIVAL OF COVENANTS. Should any one or more of these said covenants or restrictions be or become invalid or unenforceable, the remaining covenants and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.

Section 4. AMENDMENTS. Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Section 5. ENFORCEMENT. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the district bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs

incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Hamilton County, Florida or any such attorneys' fees and costs awarded to the District by any court or administrative body. Any lot owner shall also have the right to enforce these covenants in a Court of law or equity, and in the event such action is successful the person or persons found to be in violation of these covenants shall be required to pay all legal and court costs of the person or persons seeking enforcement. In the event that such action is unsuccessful, the losing party shall be required to pay all legal and court costs of the prevailing party.

IN WITNESS WHEREOF, the said present owner has signed and sealed this instrument on this 15th day of October, 2008.

HILLANDALE DEVELOPMENT, LLC

BY: *Barry R. Chapman* (SEAL)
BARRY R. CHAPMAN, MEMBER

BY: *B.J. Creech* (SEAL)
B.J. CREECH, MEMBER

Signed, sealed and delivered this
15th day of October, 2008, in the
presence of:

Sylvia Rhames
WITNESS

Linda H. Belcher
NOTARY PUBLIC



THE CITIZENS BANK - MORTGAGEE

BY: *C. Whit Frazier* (SEAL)

Signed, sealed and delivered this
15th day of October, 2008, in the
presence of:

Sylvia Rhames
WITNESS

Linda H. Belcher
NOTARY PUBLIC

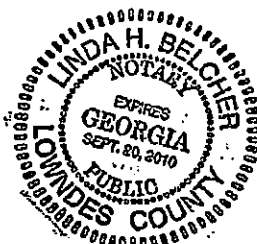


EXHIBIT "A"

All that tract or parcel of land situate, lying and being in the Hamilton County, Florida and being a tract of land in the south half of the northeast quarter of Section 22, Township 1 North, Range 11 East of Hamilton County, Florida, more particularly described as follows: Commence at a nail set at the intersection of the centerline of State Route 6 and County Road 143; thence run from said nail S00°03'17"E 4076.81 feet to a nail in the centerline of County Road 143; thence S89°59'56"E, 30.00 feet to an iron pin found and the POINT OF BEGINNING of the tract herein described; From said POINT OF BEGINNING run thence S83°04'08"E, 825.58 feet to an iron pin set; thence N87°39'12"E, 1763.26 feet to an iron pin found; thence S00°59'58"E, 1167.52 feet to an iron pin set; thence S89°24'21"W, 1328.47 feet to a concrete monument found; thence S89°24'21"W, 1273.38 feet to a concrete monument found on the right of way of County Road 143; thence N00°00'04"E, 1221.75 feet to the POINT OF BEGINNING. Said tract contains 68.37 acres.