

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS,  
RESERVATIONS, RIGHTS AND PRIVILEGES APPLICABLE TO LAKE ALCYONE  
ESTATES SUBDIVISION, SECTION TWO, A SINGLE FAMILY RESIDENTIAL  
SUBDIVISION, A PLAT OF WHICH WAS PREPARED BY A. J. FITZSIMMONS,  
REGISTERED SURVEYOR, DATED JUNE 3, 1921, AND WHICH IS RECORDED  
IN THE OFFICE OF THE CLERK OF COURT, HAMILTON COUNTY, FLORIDA,  
IN PLAT RECORD BOOK 3, PAGES 7-10

**W I T N E S S E T H:**

Bird Investments, Inc. hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights and privileges in respect to the subdivision described above and has made the following reservations relating to certain lands lying in Hamilton County, Florida:

**I. DEFINITIONS.**

As used in this Declaration, the terms hereinafter defined shall have those meanings when used in this Declaration:

1. "Association" refers to Lake Alcyone Estates Homeowners Association, Inc., its successors and assigns.
2. "Plat" means the recorded map or plat of survey which is recorded in Plat Record Book 3, pages 7 through 10, in the Official Records of Hamilton County, Florida.
3. "Roads" refers to the roads depicted upon the Plat to the extent that same are contiguous to any lot.
4. "Lot" means any plot of land depicted as a residential lot by number on the Plat.
5. "Grantor" refers to Bird Investments, Inc., a Georgia corporation.
6. "Owner" refers to the party holding fee simple title to any Lot or purchasing a Lot under an Agreement for Deed but excludes any party having an interest solely as security for the performance of an obligation.
7. "Occupant" refers to any party or parties temporarily or permanently residing upon any lot who is not an Owner of the Lot.

8. "Surface Water Management System" <sup>1026283 to 102645</sup> refers to an aggregate system of controlling, monitoring and/or altering the surface water system permitted by Suwannee River Water Management District or such other governmental agency hereafter having jurisdiction and authority relating to management of surface waters in Hamilton County, Florida. The term defined in this paragraph No. 8 is also sometimes referred to herein as the "System".

9. "Subdivision" refers to and includes all lands described in the written legal description set out on the Plat.

II. GENERAL APPLICABILITY OF DECLARATIONS.

The restrictions, conditions, limitations, easements, rights, privileges and reservations herein set out apply to the entire Subdivision, including, without limitation, each Lot and each Road. The covenants prescribed herein shall be binding upon purchasers of the Lots as if and as though each covenant recited herein were fully set out in each conveyance of the Lots, and Grantor covenants itself to make all conveyances, options and contracts of sale affecting the Lots subject to the covenants hereof.

III. RESERVATIONS.

1. Grantor reserves the right to alter the size, shape and/or boundaries of any Lot, provided that Grantor shall be the Owner of such Lot at the time of such alteration and subject to the approval of any governmental agency having jurisdiction over replatting, reshaping or any other amendment to the Subdivision.

2. The rights reserved may be exercised by Grantor or by any party to which such rights may be assigned by Grantor.

IV. ROADS.

All Roads depicted upon the Plat are and shall continue to be private roads except to the extent that any portion thereof has heretofore been dedicated to the public. Maintenance of the Roads shall be solely the responsibility of Grantor until such time as the Association has been duly incorporated and,

thereafter, the Association shall have the sole responsibility for maintaining the Roads, which responsibility shall be perpetual notwithstanding any termination of the effect of any of the covenants set out herein. BOOK 298 PAGE 016  
OFFICIAL RECORDS

**V. SURFACE WATER MANAGEMENT SYSTEM.**

To the extent that any surface water management system is permitted on and in the Subdivision, Grantor shall be solely responsible for maintenance of the System until such time as the Association has been incorporated and thereafter the Association shall have the sole responsibility for such maintenance as hereinafter provided. Maintenance of the System shall be conducted in strict compliance with the rules, regulations and permitting requirements of the Suwannee River Water Management District as well as any other agency having jurisdiction over the System.

**VI. COVENANT FOR MAINTENANCE ASSESSMENTS.**

1. Each Owner covenants and agrees, as part of the consideration for conveyance of a Lot to such Owner, to pay to the Association:

(a) All annual assessments or charges made for maintenance of the Roads or the System, and

(b) Any special assessments for capital improvements needed or required in conjunction with the Roads or the System.

Any such assessments and charges shall stand as charges against the land and shall constitute a continuing lien upon the Lot against which each assessment is made. Additionally, each assessment shall be the personal obligation of the party holding fee simple title to the Lot at the time the assessment is due. All assessments and charges made by the Association shall apply to each Lot regardless of whether such Lot has been improved by construction of a residence.

2. Any assessments levied by the Association shall be used exclusively for maintenance or improvement of the Roads or the System and for no other purpose, except for taxes, if any, due from the Association, operating and out-of-pocket expenses routinely

associated with maintenance of corporate existence, and conduct of meetings, and such other uses as result from the necessity of compliance with applicable laws and regulations. 203 PAGE 017

OFFICIAL RECORDS

3. Any assessment which is not timely paid by any party owing such assessment shall bear interest from such due date at the maximum rate then permitted under Florida law. In addition to the lien rights hereinbefore prescribed, the Association shall have all other rights available under applicable law for collection of any assessments.

4. The lien of assessments provided for herein is and shall be subordinate to the lien of any first mortgage against the Lot or Lots. Sale or transfer of a Lot shall not extinguish any lien for any assessment. However, sale of a Lot pursuant to mortgage foreclosure shall extinguish the lien of an assessment as to payments which became due prior to such foreclosure.

5. All assessments levied by the Association shall be the same for each Lot of the Subdivision, and there shall be no variation or graduation of assessments based upon Lot size, supposed value or any other factor.

#### VII. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

1. Every Owner of a Lot shall be a member of the Association and entitled to one vote for each Lot owned. Membership may not be separated from ownership of a Lot.

2. In the event more than one person is an Owner of any Lot, they shall be responsible for designating the person who shall cast any vote with respect to such Lot.

3. The business affairs of the Association shall be managed by its Board of Directors with meetings of the membership to be held at such time as requested by the Board of Directors or as otherwise provided in the Articles of Incorporation of the Association.

4. A copy of the Articles of Incorporation and Bylaws of the Association shall be made available to any proposed Owner no less than ten (10) days prior to the date of closing of a sale of a Lot to such proposed Owner.

**VIII. USE OF LOTS.**

BOOK 298 PAGE 018

1. Each Lot shall be used for residential purposes only, and no use shall be made of any part thereof which will or may constitute a nuisance of annoyance to any other Owner or resident in the Subdivision.

2. No trailer, mobile home, tent, shack, garage, barn or any other facility other than the main dwelling shall be placed or erected on any portion of any Lot and occupied as a residence, either temporarily or permanently.

3. No Lot shall be subdivided, sold or leased in smaller parcels, and only one single family residence containing not less than fifteen hundred (1500) square feet of floor space shall be erected thereon. Outbuildings, such as garages, utility sheds, tool houses, and similar structures may be erected only after the obtaining of approval from Grantor herein or the Association.

4. No building for human occupancy shall be erected on any Lot unless approval has been first obtained from all governmental authorities having jurisdiction over such matters.

5. No firearms of any character shall be discharged on any Lot.

6. No dwelling shall be located so that any part of such dwelling is nearer than one hundred (100) feet to the Lot line or lines running approximately parallel to the lakes adjacent to the Subdivision, if such Lot fronts upon a lake. All dwellings are subject to a minimum setback line of fifteen (15) feet from each side Lot line.

7. Each Owner shall provide off-street parking for his own vehicle and any other vehicles under his control or temporarily visiting his Lot.

8. Each Owner and Occupant of each Lot shall be responsible for the prompt removal of all trash, rubbish, garbage abandoned automobiles or other debris to such landfill or other depository as is maintained by any governmental agency for such purpose or to such other depository permitted by law and applicable regulations.

9. No livestock, fowl, or animals other than domesticated dogs and cats shall be kept upon any Lot without the written consent of Grantor or the Association. Any occupant having such domesticated animals shall be solely responsible for their behavior, and each such Owner/Occupant shall be responsible for preventing any such domestic animal from constituting a nuisance to any other party.

**IX. TERM.**

These covenants shall run with the land and be binding upon Grantor, and its successors, and purchasers claiming under it for a period of twenty (20) years from the date this declaration shall be filed for record upon the public records of Hamilton County, Florida or for such shorter period of time as is required by Florida law. Further, these covenants shall be automatically extended for successive periods of ten (10) years each following the expiration of the initial term so long as such extension is authorized under Florida law.

**X. ENFORCEMENT.**

If any Owner, Occupant or other person shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any Owner or for Grantor, its successors or assigns, to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate any such restrictions either to prevent him or them from doing so or to recover damages for such violation.

**XI. AMENDMENTS.**

The right is reserved by Grantor, its successors or assigns, to amend this Declaration for the purpose of correcting any ambiguity or inconsistency between the provisions hereof or to better promote the general purposes of said restrictions and the other provisions hereof, and other and further covenants, conditions or restrictions may be imposed by contract, deed or other instrument applicable to any part or Lot of the said Subdivision.

Further, this Declaration may be amended during the initial term by an instrument signed by not less than 90 percent

of the Owners and thereafter by an instrument signed by <sup>2803</sup> ~~2803~~ <sup>144</sup> ~~144~~ <sup>020</sup> ~~020~~  
than 75 percent of the Owners. No amendment shall be effective  
unless recorded in the public records of Hamilton County, Florida. <sup>OFFICIAL RECORDS</sup>  
Notwithstanding the term of this Declaration, the obligation of the  
Association for Road and Surface Water System Management shall be  
perpetual.

**XII. PURCHASE OPTION.**

Should any Owner determine to sell a Lot, Grantor  
herein shall have a right of first refusal to purchase said Lot.  
Any Owner, before selling said Lot to any person other than  
Grantor, shall first present to Grantor written proof of any offer  
of purchase from a third party, which proof shall set forth the  
specific price and terms of said proposed sale. Thereafter, Grantor  
shall have thirty (30) days in which to purchase from said Owner  
said Lot at the price and upon the terms set out in said written  
proof submitted to Grantor. Grantor further reserves the right to  
assign to Lake Alcyone Sportsmen's Club, Inc. or the Association  
its rights under its option to repurchase.

**XIII. USE OF WATERS OF LAKE ALCYONE, LAKE BARCHAMPIE, AND  
FIELD LAKE.**

Ownership of a Lot in the Subdivision does not vest  
in any Owner any right of use of any of the waters of the lakes  
named above nor any right of ingress and egress to and from said  
lakes. The waters of said lakes and the ground thereunder are, and  
shall remain, the exclusive property of Lake Alcyone Sportsmen's  
Club, Inc., its successors and assigns, and use of said waters and  
property as described in the deed of conveyance to Lake Alcyone  
Sportsmen's Club, Inc. shall be determined exclusively by the  
Bylaws and Rules and Regulations of Lake Alcyone Sportsmen's Club.  
Although ownership of a Lot in Lake Alcyone Estates Subdivision is  
a prerequisite for membership in Lake Alcyone Sportsmen's Club,  
Inc., specific notice is hereby given that membership in said  
corporation is subject to the Bylaws of said corporation and,  
further, ownership of any Lot in the Subdivision does not alone,  
and by itself, give to the Owner right of use of any of the waters  
or property of Lake Alcyone Sportsmen's Club, Inc. of any of the

lakes named above.

**XIV. INVALIDATION.**

Invalidation of any of the foregoing covenants by judgment or other court decrees shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

**XV. ELECTRICAL SERVICE.**

In the event any annual capital credit refund becomes due and payable by any company providing electrical service to Lots in the Subdivision, Grantor herein shall be entitled to the full amount of any such annual capital credit refund.

IN WITNESS WHEREOF, Grantor has executed this Declaration on this 24 day of July, 1991.

BIRD INVESTMENTS, INC.

By: Frank Bird, Jr. President

(Corporate Seal)

Signed, sealed and delivered  
in the presence of:

Howard L. McLean  
Witness

Samuel L. Modlin  
Witness

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VALDOSTA

STATE OF GEORGIA, COUNTY OF LOWNDES

The undersigned hereby certifies that on this day, before me, a notary public in and for said county and state, personally appeared FRANK BIRD, JR., an individual known to me and known to be President of Bird Investments, Inc. who executed the foregoing Declaration and who acknowledged before me the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at Valdosta, Lowndes County, Georgia, this 24 day of July, 1991.

Jessie G. Cooper  
Notary Public, Lowndes County,  
Georgia

Notary Public, Lowndes County, Georgia  
My Commission Expires November 20, 1994