

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR LANDS KNOWN AS "LAKE FOREST PLANTATION"

0361

BOOK 223 PAGE 201

This Declaration of Restrictions and Protective Covenants
for LAKE FOREST PLANTATION, (hereinafter referred to as the
"Protective Covenants"), is made this 1st day of November,
1986, by EAGLE FARMS, INC., (hereinafter referred to as "The
Company"), the legal title owner of all the real property subject
to these Protective Covenants, said real property being referred
to as "LAKE FOREST PLANTATION", 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, is or will be the owner in fee simple
of all real property, described on Exhibit "A" attached hereto; and

WHEREAS, The Company shall cause or have caused to be
formed LAKE FOREST PLANTATION 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 ownership,
maintenance and repair of road rights-of-way and other areas,
and the enforcement of the Covenants and Restrictions contained
herein as well as 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, devised 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 the real property.

1. Each owner is hereby granted an irrevocable non-exclusive
easement of use in the road areas on such LAKE FOREST PLANTATION,
which easement shall pass and automatically run with title
to each lot subject to Paragraph 5 hereinbelow.

2. Each owner is hereby granted in common with all owners of lands formerly owned by Estate of J.H. Corbett and owners in Timberlake Estates in Sections 22, 27 and 34, Township 2 North, Range 12 East, Hamilton County, Florida, an irrevocable non-exclusive easement of use by himself, members of his immediate family and current guests in his household only in the area designated as "BOAT RAMP" and on that certain portion of "TIMBERLAKE" formerly owned by the Estate of J.H. Corbett and now owned by The Company; provided, however, that no boat motors or engines in excess of 10 horsepower shall at any time be used on said portion of "TIMBERLAKE" subject to the above non-exclusive easement.

3. The Company has delegated to the Association the responsibility and duty of administering and maintaining the road areas and boat ramp on subject property, the duty of assessing and collecting the expenses for administering and maintaining such area.

4. 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 such non-profit Association and all rules governing use of the boat ramp and designated area of "TIMBERLAKE".

5. 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 roadways in LAKE FOREST PLANTATION. In the event Hamilton County, Florida, should accept said 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 roadway 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.

6. The non-profit association may assess any estimated necessary expenses for maintaining, but not constructing road and ramp areas, with estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be made by the Association. Initial assessments shall be as determined by the Association.

7. 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 & 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, 2000, at which time these covenants shall be automatically extended for successive periods of ten years (10). Unless by vote of 75% of the then owners of the 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:

A. 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.

B. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

C. All buildings, walls, septic tanks and drain fields shall be constructed in accordance with the ordinances of Hamilton County, Florida, and laws of the State of Florida, and the Building Inspector and Health Director should be consulted prior to commencement of any construction.

D. The herein described lots shall not be in any manner divided or subdivided.

D. No parcel or portion of the above-described real property shall be used except for residential purposes or gardening and landscaping incident thereto; and

Only one dwelling, meaning mobile home, modular building for residential purposes, shall be erected or placed on any 2 acre portion of the above-described real property. This limitation shall not prohibit the erection or placing of a building for parking of a resident's personal motor vehicles or a storage building for personal equipment or tools, or a barn or pet shelter in a lawful manner.

F. Those lots so designated on Agreement For Deed or Deed shall be restricted in property to frame or masonry single-family structures only and no mobile homes shall be placed thereon.

G. No mobile home or residential structure shall be placed on any lot which is less than 800 square feet of enclosed space or more than 5 years old.

H. No motor home or temporary vehicle shall be placed on any lot for more than 100 days per year. All mobile homes and motor homes shall comply with septic tanks and health regulations of Hamilton County.

I. No motor home, travel trailer, van, utility building or any structure other than a single family house shall be placed on any lot closer than 150 feet to any road.

J. No more than one (1) dock or pier shall be constructed on any lot and none shall extend into any lake more than 20 feet lakeward from the mean high water mark; and further none shall exceed 200 square feet in total surface over water and none shall have a shelter over water; all subject to prohibition and regulations of applicable governing authorities.

K. Each and every lot owner covenants and agrees that he and every member of his immediate family and any current guests in this household who seeks to use the boat ramps or recreation area of TIMBERLAKE for fishing or recreation shall carry identification or card or decal as shall be required by the Association or by any other association of owners on Timberlake. No use of facilities shall be made by any person without such identification.

L. Use of "LAKE FOREST" is restricted to 10 horsepower or smaller motor boats and to owners of property abutting said lake only, subject to a perpetual easement for common use of water surface of said lake for fishing and boating by owners of property directly abutting said lake.

M. Any disorderly or unlawful conduct by any owner or his family or guests on the boat ramp or recreation area or on LAKE FOREST or TIMBERLAKE shall be deemed a breach of these covenants and of the owner's AGREEMENT FOR DEED.

N. No noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

O. Farm type animals, except swine, may be kept, housed, maintained or permitted except where such animals would create a nuisance to the other owners or lands.

P. No trash, junk garbage or abandoned automobiles shall be allowed to accumulate on any lot. If such debris exists, the Association shall advise the respective lot owner by certified registered letter to remove same; and if such materials are not removed within thirty (30) days of owner's receipt of letter, the Association shall remove them and charge the lot owner for all costs thereof.

Q. There shall be no hunting at anytime on the land of LAKE FOREST PLANTATION or on the adjoining lake waters.

R. All trash and debris shall be deposited at Hamilton County Landfill; and no burning of limbs or leaves shall be done except by official permit of Florida Division of Forestry and written approval of The Company upon reasonable notice.

S. 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 virtue of any judicial proceedings, the Association, and the owners of lots in LAKE FOREST PLANTATION or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation, restriction or condition contained herein however long continued shall not be deemed 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 any court of any of the restrictions herein contained shall in no way affect any of the other restrictions but they shall remain in full force and effect.

T. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the hereinafter described of all lands known as LAKE FOREST PLANTATION.

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 fees, 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. Said lien shall be effective only from and after the time of the recordation 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 assessments 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.

Ownership of all said property is subject to any existing riparian rights and Florida Law as to submerged land.

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

BOOK 223 PAGE 207

OFFICIAL RECORDS

Signed, sealed and delivered in the presence of:

EAGLE FARMS, INC.

BY: Ronald H. Ratliff
RONALD H. RATLIFF, PRESIDENT

ATTEST: Vickie L. Ratliff

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 RONALD H. RATLIFF AND VICKIE L. RATLIFF well known to me to be the President and Secretary respectively of EAGLE FARMS, INC., a corporation, and that 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 corporate seal of said corporation.

WITNESS my hand and official seal in County and State last aforesaid this 20th day of October, A.D., 1986

Dallen Heuser
Notary

My Commission Expires:

State of Florida
August 19, 1989



FILE NO. 361
RECORDED IN
BOOK 223 PAGE 201-208
1988 MAR -1 PM 2:28
RECORDED & INDEXED
Clerk of Circuit Court
HAMILTON COUNTY, FLORIDA



EXHIBIT "A"

A TRACT OF LAND IN SECTION 22, TOWNSHIP 2, NORTH, RANGE 12 EAST, HAMILTON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE POINT OF INTERSECTION OF C.R. 141 (S.R. 141) AND C.R. 152 (S.R. 152) AND RUN THENCE S66°27'33"W ALONG THE CENTERLINE OF C.R. 152 691.55 FEET; THENCE RUN S23°32'27"E 40.00 FEET TO A P.R.M. ON THE SOUTH RIGHT-OF-WAY LINE OF C.R. 152 IN A WESTERLY DIRECTION 2093.25 FEET TO AN IRON BAR FOR POINT OF BEGINNING; THENCE CONTINUE TO RUN ALONG SAID SOUTH RIGHT OF WAY LINE OF C.R. 152 IN A WESTERLY DIRECTION 1053.10 FEET TO AN IRON BAR ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN S02°21'E 510.57 FEET TO AN IRON BAR; THENCE RUN S 82°54'30"W 171.13 FEET TO AN IRON BAR; THENCE RUN N 0°13'45"E 56.92 FEET; THENCE RUN S 82°54'30"E 510.07 FEET TO AN IRON BAR ON THE WEST RIGHT OF WAY LINE OF A GRADED ROAD; THENCE RUN N43°28'08"E ALONG SAID WEST RIGHT OF WAY LINE 14.77 FEET TO AN IRON BAR; THENCE RUN S82°08'52"E ACROSS SAID GRADED ROAD TO AN IRON BAR WHICH LIES AN ARC DISTANCE OF 497.17 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID GRADED ROAD FROM THE NORTH BOUNDARY LINE OF C.R. 152; THENCE RUN S82°54'30"E 433.59 FEET TO AN IRON BAR; THENCE RUN N0°13'32"E 436.75 FEET TO THE POINT OF BEGINNING.

AND ALSO:

A tract of land in section 22, & 27, Township 2 North, Range 12 East, Hamilton County, Florida, more particularly described as follows:

Commence at a railroad spike at the point of intersection of C.R. 141 (S.R. 141) and C.R. 152 (S.R. 152) and run thence S03°21'38"W along the centerline of C-141 529.26 feet; Thence run N86°39'39"W 50.00 feet to a P.R.M. on the West right-of-way line of C.R. 141 for Point of Beginning; Thence run along the West right-of-way line of C-141 in a Southerly direction 4103.05 feet to an iron bar for Point of Beginning; Thence run N90°00'00"W 415.00 feet to an iron bar; Thence run N25°46'15"W 226.48 feet to an iron bar; Thence run N19°50'52"W 199.94 feet to an iron bar; Thence run N21°22'40"W 420.00 feet to an iron bar; Thence run N7°45'58"W 215.00 feet to an iron bar; Thence run N7°37'43"W 220.00 feet to an iron bar; Thence run N3°6'31"E 220.00 feet to an iron bar; Thence run N14°50'08"E 230.00 feet to an iron bar; Thence run N25°14'57"E 230.00 feet to an iron bar; Thence run N35°38'14"E 230.00 feet to an iron bar; Thence run N39°53'54"E 317.88 feet to an iron bar; Thence run N46°16'31"W 99.30 feet to an iron bar; Thence run N43°43'29"E 160.00 feet to an iron bar; Thence run S46°31'31"E 109.40 feet to an iron bar; Thence run N43°43'29"E 200.00 feet to an iron bar; Thence run N41°17'42"E 200.00 feet to an iron bar; Thence run N36°24'44"E 200.00 feet to an iron bar; Thence run N0°14'34"E 197.67 feet to an iron bar; Thence run S67°06'52"W 12.13 feet to an iron bar; Thence run S72°38'20"W 314.35 feet to an iron bar; Thence run S78°42'36"W 158.10 feet to an iron bar; Thence run S46°42'56"W 158.62 feet to an iron bar; Thence run S80°43'19"W 159.05 feet to an iron bar; Thence run S82°44'19"W 159.39 feet to an iron bar; Thence run S84°45'44"W 159.63 feet to an iron bar; Thence run S85°47'42"W 159.98 feet to an iron bar; Thence run N0°13'32"E 109.62 feet to an iron bar; Thence run S88°41'37"W 260.00 feet to an iron bar on the West right-of-way line of a graded road; Thence run N0°13'32"E 1.91 feet to an iron bar; Thence run N87°54'19"W 234.83 feet to an iron bar; Thence run N04°02'29"W 200.00 feet to an iron bar; Thence run N0°13'32"E 436.75 feet to an iron bar on the South right-of-way line of C.R. 152; Thence run along said right-of-way line in a Southeasterly direction 2568.46 feet to an iron bar at the intersection of the South right-of-way line of C.R. 152 and the run of Rocky Creek; Thence run along the run of Rocky Creek in a Southeasterly direction 245.00 feet to an iron bar on the West right-of-way line of C.R. 141; Thence run S03°20'21"W 183.78 feet to Point of Beginning.

AND ALSO:

A TRACT OF LAND IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 12 EAST, HAMILTON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE POINT OF INTERSECTION OF C.R. 141 (S.R. 141) AND C.R. 152 (S.R. 152) AND RUN THENCE S03°21'38"W 50.00 FEET TO A P.R.M. ON THE WEST RIGHT OF WAY LINE OF C.R. 141 IN A SOUTHERLY DIRECTION 6588.86 FEET TO AN IRON BAR FOR POINT OF BEGINNING; THENCE RUN N50°20'15"W FEET TO AN IRON BAR; THENCE RUN N 0°28'40"W 1000.00 FEET TO A POINT; THENCE RUN N85°14'00"E 436.82 FEET TO AN IRON BAR ON THE WEST RIGHT OF WAY LINE OF C.R. 141; THENCE RUN S0°28'40"E 1625 FEET TO AN IRON BAR ON THE WEST RIGHT OF WAY LINE OF C.R. 141 TO POINT OF BEGINNING.