

OFFICIAL RECORDS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LANDS  
KNOWN AS "OAK HILL PLANTATION II SUBDIVISION"

This Declaration of Restrictions and Protective Covenants for "OAK HILL PLANTATION II SUBDIVISION", herein after referred to as the "Protective Covenants", is made this 22ND. day of December, 1989, By OAK HILL PLANTATION, INC. hereinafter referred to as "The Company", the legal title owner of all real property subject to these Protective Covenants, said real property being referred to as "OAK HILL PLANTATION II 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, 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 has caused to be formed "OAK HILL 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 power and duties of management, maintenance, operation and care of real property, including but without limitation, all roads, parks, lakes, 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 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, demised 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 derailing 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.

1. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas on such OAK HILL PLANTATION II which easement shall pass and automatically run with title to each lot subject to Paragraph 4 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 the OAK HILL area.

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 road 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.

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, 2000, 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:

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 judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect.

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

D. The herein described lots shall not be in any manner divided or subdivided except where expressly designated in those certain lots originally sold in tenancy in common and only as may be permitted at such time by the ordinances and laws of Hamilton County, Florida.

E. No parcel or portion of the above-described real property shall be used except for residential purposes or gardening and landscaping thereon; and only one dwelling, meaning mobile home, modular home or building for residential purpose, shall be erected or placed on any single lot or 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 perpetuity to frame or masonry single-family, fully site-built structures only and no factory-constructed or mobile home shall be placed thereon.

G. No mobile home or residential structure shall be placed on any lot which is less than 720 square feet of enclosed space or more than 5 years old as established by authentic title prior to placement on any lot.

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 or underskirted mobile home shall be placed on any lot closer than 100 feet to any road.

J. Any disorderly or unlawful conduct by any owner or his family or guests in OAK HILL PLANTATION or adjoining lands or waters shall be deemed a breach of these covenants and of the owner's AGREEMENT FOR DEED.

K. 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.

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L. Farm animals, except swine, may be kept, ~~as long as they are~~ maintained or permitted except where such animals would create a nuisance to the other owners of lands.

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M. No trash, junk, limbs, dead trees, 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 the 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.

N. There shall be no hunting at anytime on the land of OAK HILL PLANTATION I.

O. 100-YEAR FLOOD PRONE AREAS: (1) Properties, if any, which have natural ground elevations less than the 100 year flood elevation as established by Federal Emergency Management Agency or Suwannee River Water Management District, in feet above mean sea level as shown on the plat, are prone to severe flooding. Development on such properties, if any, may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program, by Hamilton County and Suwannee River Water Management District, which requires that structures be elevated at least one foot above the 100-year flood levels. Such development, if any, may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

10-YEAR FLOOD PRONE AREA: (1) Properties, if any, which have natural ground elevations less than the 10 year flood elevation as established by Federal Emergency Management Agency or Suwannee River Water Management District, in 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, if any, may not be suitable or eligible for permits for onsite sewage disposal systems (septic tanks).

P. 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 OAK HILL PLANTATION I 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 affect any of the other restrictions but they shall remain in full force and effect.

Q. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the land herein described as all lands known as OAK HILL PLANTATION I;

ESTABLISHMENT AND ENFORCEMENT OF LIENS OFFICIAL RECORDS

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.

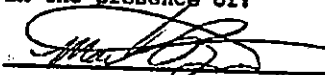
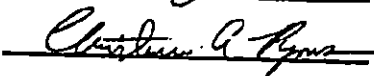
Said lien shall be effective only from and after the time of the recordation among the Public Records of Hamilton County, Florida, of a written and acknowledged statement by the Association setting forth the amount due as of the date the statement is signed. Upon full payment, owner shall be entitled 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 acquire 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 acquisitions 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 judgement or decree.

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

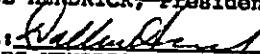
IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for OAK HILL PLANTATION II has been signed by the Company on the first page hereof as of the day and year first above set forth.

Signed, sealed, and delivered  
in the presence of:

OAK HILL PLANTATION, INC.

By   
PAUL HENDRICK, President

Attest:   
DOLLORES HENDRICK, ASS'T. Secretary

STATE OF FLORIDA  
COUNTY OF HAMILTON

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I HEREBY CERTIFY that on this day, before me, an ~~OFFICIAL~~ <sup>NOTARY PUBLIC</sup> authorized in the State and the County aforesaid to take acknowledgements, personally appeared PAUL HENDRICK and DOLLORES HENDRICK, well known to be the President and Ass't Secretary respectively of OAK HILL PLANTATION, INC., a corporation, and severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under duly vested in them by said corporation and the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of December A.D., 1989.

  
Notary Public  
My commission expires



This instrument prepared by:  
PAUL HENDRICK, ATTORNEY AT LAW  
P.O. Drawer 151  
Jasper, Florida 23052

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPI. AUG. 21, 1993  
BONDED THRU GENERAL INS. CO.

LEGAL DESCRIPTION:  
EXHIBIT "A"  
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OAK HILL PLANTATION II, a subdivision, as recorded in the  
public records of Hamilton County, Florida.

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EXHIBIT "B"

Each owner and his successors shall have an irrevocable non-exclusive easement for access to any additional recreational, lake or other facilities which shall be the subject of any contract or easement entered into by The Company or The Association and any other company or association having an interest therein, subject to limitations on use and access stated therein and subject also to all present and future covenants and restrictions governing said facilities, which shall be evidenced by a memorandum or copy of said contract or easement furnished to each owner.

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CLERK OF DISTRICT COURT  
HARRISBURG, PENN.  
BY *W. B. B.* CL.

