

Inst # 198905179

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAND
KNOWN AS "RIVER OAK TRAILS SUBDIVISION" 251 PAGE 122

This Declaration of Restrictions and Protective Covenants for RIVER OAK TRAILS SUBDIVISION, herein after referred to as the "Protective Covenants", is made this 2nd day of October, 1989, By Florida Land and Acreage, 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 "River Oak Trails 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 "RIVER OAK TRAILS 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, parks, 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 RIVER OAK TRAILS which easement shall pass and automatically run with title to each lot subject to Paragraph 3 herein-after-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 "RIVER OAK TRAILS" 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 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. 51 PAGE 123

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners UNRECORDED
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:

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. No lot shall be used except for residential purposes. No building shall be erected, installed, placed, altered, maintained or permitted to remain on any lot (meaning one entire lot as shown on the recorded plat) other than one single-family dwelling as permitted by the County on any 2 acre portion thereof (or lesser acreage if lot is of smaller size) and buildings as may be incidental to such single-family dwelling, such as, but not limited to, a building for the parking of motor vehicles, a storage building for lawn and garden equipment or a permanent barn or livestock building.
3. No dwelling shall be permitted on any lot (meaning one entire lot as shown on the recorded plat) unless the same shall contain, exclusive of open porches and garages, not less than 720 square feet.
4. No mobile home or modular home shall be permitted unless it is less than five (5) years of age when initially placed in the subdivision and contains not less than 720 square feet, exclusive of open porches and garages.
5. No dwelling or building of any kind shall be erected nearer than 15 feet to any side lot line. Any mobile or modular home placed less than 100 feet from the fronting road shall be fully underskirted when placed on the lot.
6. Only one dwelling may be erected, constructed, installed, placed, maintained or permitted on any one lot as shown on the recorded plat of said subdivision, provided that on lots of 4 acres, two single-family homes may be built if permitted by the County.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot that may be or may become a nuisance.
8. Horses and other livestock, and farm animals or pets may be raised or kept on any lot on which the owner resides, except that no swine or animals so kept as to constitute a nuisance shall be maintained on any lot.

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9. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than four (4) square feet showing the occupant, one advertising the property for sale or rent, or such signs used by a builder during construction.
 10. No rubbish, junk cars, abandoned motor vehicles, trash, garbage or other waste shall be allowed to accumulate on any lot. All storage of such material shall be in a clean and sanitary condition and disposed of lawfully.
 11. All septic tanks shall be constructed and located at elevation and in soil area on lot and distance from well in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
 12. 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.
 13. Any and all use or alteration of any stream, pond or any banks abutting them shall be in compliance with statutes of the United States, the State of Florida, and all regulations and ordinances of all governmental agencies.
 14. No utility building, garage or shed shall be placed on any lot closer than 75 feet from road at front of lot.
 15. There shall be no hunting at any time in the residential lots of RIVER TRAILS SUBDIVISION.
 16. This subdivision being residential in use, no minerals shall be extracted for sale and no royalties shall be received or paid to any company including Greater Northern Nekoma Corp. (which of record reserved half of any mineral royalties but has no right of entry to explore or extract any minerals).
 17. All electric power shall be supplied by Suwannee Valley Electric cooperative unless said supplier is unable after individual application to supply said electric power.
 18. A motorhome, a "camper" or camper body of the type carried on a pick-up or similar truck, a travel trailer (but, specifically not including any tent or tent type travel trailer) may be parked on a lot, occupied and used on a non-permanent basis for up to 100 days in any year, subject to all governing law.
 19. 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).

20. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under, on by the virtue of any judicial proceeding, the Association, and the owners of lots in RIVER OAK TRAILS, 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.

21. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the land herein described of all lands known as RIVER OAK TRAILS.

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 lot 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 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 mortgage 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.

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IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for RIVER OAK TRAILS has been signed by the Company on the 2nd day of October, 1989. PAGE 126

Signed, sealed, and delivered in the presence of:

Paul Hendrick
Paul M. Hendrick

RIVER OAK TRAILS, INC.

By: Mark Pym
MARK PYM, President

Attest: Christine A. Seidel
Secretary

STATE OF FLORIDA
COUNTY OF HAMILTON

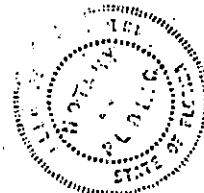
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared MARK PYM, well known to me to be the President and Secretary respectively of RIVER OAK TRAILS INC., a corporation, and they severally acknowledged executing 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.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of October, A.D., 1989.

William Seidel
NOTARY PUBLIC

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

My Commission Expires: August 19, 1993



FILED
CLERK OF COUNTY
HAMILTON COUNTY
FLORIDA

OCT 24 9 12 AM '89

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EXHIBIT "A"

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° 56' 24" E 55.37 FEET TO A CONCRETE MONUMENT ON THE SOUTH 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° 56' 24" E 501.00 FEET TO AN IRON PIN AND THE POINT-OF-BEGINNING. FROM SAID POINT-OF-BEGINNING RUN N 08° 36' 35" E 2174.26 FEET TO AN IRON PIN, THENCE RUN S 68° 23' 45" E 196.80 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° 18' 52" V 47.09 FEET, THENCE LEAVING THE WEST EDGE OF HILL BRANCH, RUN DUE SOUTH 15.00 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 58° 23' 09" V 118.10 FEET, N 19° 21' 51" V 48.80 FEET, N 58° 58' 13" V 72.29 FEET, S 57° 08' 22" V 98.17 FEET, S 45° 00' 00" E 21.21 FEET, S 34° 00' 17" V 85.19 FEET, S 65° 36' 51" V 125.00 FEET, S 46° 50' 50" V 21.93 FEET, N 4° 40' 17" E 44.91 FEET, S 86° 58' 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 19.80 FEET, S 55° 42' 46" E 71.00 FEET, S 4° 50' 01" V 280.35 FEET, S 7° 45' 28" E 268.39 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 81° 26' 23" E 35.27 FEET, S 71° 18' 23" E 61.96 FEET, S 19° 43' 42" E 58.56 FEET, S 9° 35' 30" V 36.05 FEET, S 22° 30' 54" V 129.01 FEET, S 31° 02' 22" V 256.23 FEET, S 72° 08' 40" V 44.24 FEET, S 79° 24' 37" V 52.38 FEET, S 81° 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 95.84 FEET, S 41° 32' 56" E 232.17 FEET, S 31° 07' 18" V 204.34 FEET, S 5° 18' 03" V 301.07 FEET, AND S 26° 41' 59" V 27.85 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.

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