

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RIVER VIEW FARMS SUBDIVISION

3255

This Declaration of Restrictions and Protective Covenants for RIVER VIEW FARMS SUBDIVISION (hereinafter referred to as the "Protective Covenants") is made this 2nd day of May, 1978, by RIVER WOODS COMPANY LIMITED, a British Virgin Islands corporation, hereinafter referred to as the "Developer", the owner of the real property subject to these Protective Covenants, said real property being referred to as "RIVER VIEW FARMS SUBDIVISION" or "RIVER VIEW FARMS", 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 Developer is the owner in fee simple of the real property described in Exhibit "A" attached hereto, and intends to develop all or portions thereof as part of a planned community to be known as RIVER VIEW FARMS SUBDIVISION; and

WHEREAS, the Developer shall cause or has caused to be formed RIVER VIEW FARMS 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 expenses,

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares 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 the real property.

1. Each owner is hereby granted an irrevokable non-exclusive easement of use in the road areas shown on the plat of such RIVER VIEW FARMS SUBDIVISION, which easement shall pass automatically and run with title to each lot.

OFFICIAL RECORDS

2. The Developer has delegated to the Association the responsibility and duties of administering and maintaining the road areas shown on said plat, and the duty of assessing and collecting the expenses for administering and maintaining such areas and any further areas that may subsequently be deeded to it.

3. Each lot owner shall automatically be a member of the Association, including the Developer as long as he owns any lot or lots, 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.

4. Until fifty-one per cent (51%) of the lots in RIVER VIEW FARMS SUBDIVISION have been sold under contract for deed by the Developer, all expenses for road maintenance shall be borne by the Developer and there shall be no assessments against any lot owner prior to such date. Thereafter, the non-profit Association shall assess the estimated necessary expenses for maintaining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer.

5. Except as to Paragraph 6 hereinbelow, this Declaration of Restrictions and Protective Covenants can be amended at any time by a seventy-five per cent (75%) vote in favor thereof by the members.

6. The owners of property or sites within that certain adjacent property, hereinafter referred to as the "Additional Property", with the legal description therefor attached hereto as Exhibit "B", are hereby granted and conveyed non-exclusive easements of use in, to and within all roadways contained in RIVER VIEW FARMS SUBDIVISION and as shown on the plat thereof.

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 January 1, 2000, at which times these covenants shall be automatically extended for successive periods of ten years unless by vote of the majority 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, to-wit:

A. No permanent dwelling shall be permitted which has a floor area exclusive of open porches and garages of less than five hundred (500) square feet.

B. A maximum of two dwellings shall be built upon any of the lots in the Subdivision, subject to health department standards for wells and septic tanks, but said lots shall not be in any manner divided or subdivided.

C. All lots shall be used for residential or agricultural purposes, and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than one or two detached single family dwelling. Accessory buildings, such as private garages or storage buildings, cabanas, servant's rooms or guest rooms, may be erected on the premises for use only in connection with and to serve the single family dwelling. Such outbuildings shall be limited to a total number of two per lot.

D. No trade or business, nor any noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the owners of other lots in the Subdivision.

E. No garbage, trash or junk shall be permitted to accumulate on or be burned upon any lot, and all trash, junk, garbage and abandoned automobiles shall be removed from any lot by the Association at the expense of the owner of said lot if such is not removed by the owner within thirty (30) days of receipt of written notice from the Association, mailed to the owner by certified or registered mail.

F. No tree having a diameter of six inches (6") or larger, measured one foot (1') above ground level, unless it falls within the area upon which the home or other outbuildings are to be constructed, or unless approved by the Association, or the Developer, may be cut without prior written consent of the Developer or the Association, unless such tree is diseased, a danger to any structure located on the lot, or needs to be removed for the initial construction or structures or improvements upon a lot.

G. No hunting or discharge of firearms shall be permitted upon any lot within the Subdivision.

H. If the parties hereto, or any of them or their successors or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning any lot situated in said Subdivision to prosecute by proceedings in law or in equity the person or persons violating or attempting to violate any such covenant, and seek damages or other relief occasioned by such violation. This right shall be in addition to the right of the Association to enforce these covenants and restrictions.

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I. Invalidation of any one of these covenants by judgment or order of Court shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

J. In addition to the foregoing rights, the Developer shall have the right, whenever there shall have been built upon any lots in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass or any other tort. The failure to enforce any right, reservation, 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 any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

K. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the lands, and shall be for the benefit of all of the lands in the Subdivision.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association, and all installments thereof, with interest thereon and costs of collection, including reasonable attorneys' fees, are hereby declared to be a charge and continuing lien upon each lot against which each 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 attorneys' 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 it as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment 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 the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the 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.

OFFICIAL RECORD

If for any reason a public agency assumes maintenance of the roads, road rights-of-way and easements at the request of the members of the Association, the costs thereof shall become liens against the individual lots in the Subdivision in the same manner as is set forth above.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for RIVER VIEW FARMS SUBDIVISION has been signed by the Developer named on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

RIVER WOODS COMPANY LIMITED

Wanda S. Kristead

BY: Else Dueland by Robert Thompson
PRESIDENT

John B. Scott
As to RIVER WOODS COMPANY LIMITED

ATTEST: Joanne Trosvik by Robert Thompson
SECRETARY

(CORPORATE SEAL)



STATE OF FLORIDA }
COUNTY OF SUWANNEE }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Thompson for Else Dueland and Joanne Trosvik, well known to me to be the President and Secretary respectively of RIVER WOODS COMPANY LIMITED, the corporation named in the foregoing Declaration of Restrictions and Protective Covenants, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of May, 1978.



Wanda S. Kristead
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1980

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OFFICIAL RECORDS

RIVER VIEW FARMS PROPERTY OWNERS' ASSOCIATION, INC.

John L. Scott

BY: *John L. Scott*

PRESIDENT

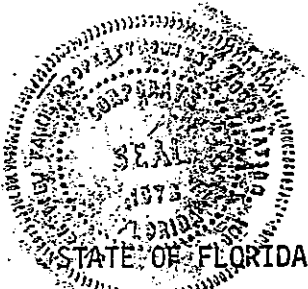
Robert S. Thompson

AS TO RIVER VIEW FARMS PROPERTY
OWNERS' ASSOCIATION, INC.

ATTEST: *Robert S. Thompson*

SECRETARY

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF SUWANNEE

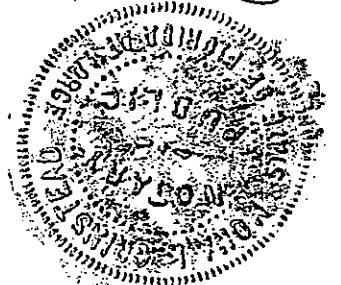
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN L. SCOTT and ROBERT S. THOMPSON, well known to me to be the President and Secretary respectively of RIVER VIEW FARMS PROPERTY OWNERS' ASSOCIATION, INC., the corporation named in the foregoing Declaration of Restrictions and Protective Covenants, 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.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd. day of May, 1978.

John L. Scott
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1980



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OFFICIAL RECORD

LEGAL DESCRIPTION

A portion of Sections 10 and 11, Township 1 South, Range 11, East Hamilton County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 11 and run thence S $89^{\circ}24'50''$ E, along the North boundary of said Section 11, a distance of 2937.06 feet to a point thereafter referred to as Point "A"; thence S $00^{\circ}34'43''$ W, 873.34 feet; thence N $89^{\circ}25'17''$ W, 587.20 feet; thence S $14^{\circ}35'39''$ E, 137.95 feet; thence S $29^{\circ}09'45''$ W, 379.46 feet; thence N $56^{\circ}05'03''$ W, 789.26 feet; thence S $86^{\circ}53'22''$ W, 688.52 feet; thence S $60^{\circ}48'11''$ W, 566.98 feet; thence S $84^{\circ}11'43''$ W, 440.94 feet; thence N $10^{\circ}37'43''$ W, 347.37 feet; thence S $79^{\circ}22'17''$ W, 1042.16 feet; thence N $10^{\circ}37'43''$ W, 1175.05 feet to the North boundary of said Section 10; thence S $89^{\circ}01'32''$ E, along said North boundary of section 10 a distance of 1390.61 feet to the Point-of-Beginning,

also

commence at point "A" as described above and run thence S $89^{\circ}24'50''$ E, along said North boundary of Section 11, a distance of 49.98 feet; thence S $00^{\circ}34'43''$ W, 60.00 feet to the Point-of-Beginning; thence continue S $00^{\circ}34'43''$ W, 1259.77 feet; thence S $89^{\circ}25'17''$ E, 440.01 feet; thence N $00^{\circ}34'41''$ E, 1259.72 feet; thence N $89^{\circ}24'50''$ W, parallel to said North boundary of Section 11, a distance of 440.00 feet to the Point-of-Beginning.

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OFFICIAL RECORDS

Description

A portion of Sections 10 and 11, Township 1 South, Range 11 East, Hamilton County, Florida; being more particularly described as follows:

Commence at the Northeast corner of said Section 10 and run thence N 89°01'32"W, along the North boundary of said Section 10 a distance of 1390.61 feet; thence S 10°37'43"E, 1175.05 feet to the Point-of-Beginning; thence N 79°22'17"E, 1042.16 feet; thence S 10°37'43"E, 347.37 feet; thence N 84°11'43"E, 440.94 feet; thence N 60°48'11"E, 566.98 feet; thence N 86°53'22"E, 688.52 feet; thence S 56°05'03"E, 789.56 feet; thence N 29°09'45"E, 379.46 feet; thence N 14°35'39"W, 137.95 feet; thence S 89°25'17"E, 587.20 feet; thence N 00°34'43"E, 873.34 feet to the North boundary of said Section 11; thence S 89°24'50"E, along said North boundary of Section 11 a distance of 709.99 feet; thence S 00°35'10"W, 60.00 feet; thence N 89°24'50"W, parallel to said North boundary of Section 11 a distance of 660.00 feet; thence S 00°34'43"W, 2410 feet more or less to the water's edge of Withlacoochee River; thence Northwesterly and Southwesterly along said water's edge 4506 feet to a point which bears S 10°37'43"E, from the Point-of-Beginning; thence N 10°37'43"W, 864 feet more or less to the Point of Beginning.

FILE NO. 3255

RECORDED IN

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Deice Jones
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA