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V/H DC, W. Greg Godwin, Hamilton County Page 1 of 18 B: 726 P: 110

**DECLARATION OF RESTRICTIONS, CONDITIONS, COMMON ELEMENTS,
EASEMENTS AND COVENANTS FOR SQUIRES AVIATION RANCH,
A SUBDIVISION LOCATED IN HAMILTON COUNTY, FLORIDA**

This Declaration of Restrictions, Conditions, Common Elements, Easements and Covenants for Squires Aviation Ranch (herein referred to as the "Restrictive Covenants"), is made this 1st day of August, 2012, by Squires Aviation Ranch (herein referenced as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the sole owner in fee simple of certain lands in Hamilton County, Florida, described as follows:

SEE ATTACHED EXHIBIT "A"

(herein referenced as "the Subdivision Property"); and

WHEREAS, the Developer desires to develop the Subdivision Property into a development to be known as Squires Aviation Ranch (herein referenced as "the Subdivision"); and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Subdivision, and for the maintenance of recreation areas, open spaces, easement, recreational amenities, taxiways, roads, runway, aviation amenities, gates, fences, parking areas, and other common areas and facilities as may be specifically designated by the Developer; and

WHEREAS, the Developer desires to place restrictions, conditions and covenants as hereafter described on the Subdivision Property, and each and every Lot within the Subdivision Property, and to grant to all Lot Owners a non-exclusive right to use the common elements and easements, on a non-exclusive basis as designated herein and on the plat of the Subdivision, all of which are for the benefit of the Subdivision Property, the Developer, and all Lot Owners; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision, to create a property owners association to which shall be delegated and assigned the powers of maintaining and administering the Common Elements, administering and enforcing these Restrictive Covenants, and collecting and disbursing the assessments and charges provided herein and by the Association; and

WHEREAS, the Subdivision may be developed in phases, and each phase will be designated by sequential numbers, but all phases will be subject to and be entitled to all the benefits of these Restrictive Covenants, except where specifically provided otherwise herein, and there shall be one Property Owners Association for all phases, and all Lot Owners from all phases shall be members of this Association.

NOW, THEREFORE, the Developer declares that the Subdivision Property shall be owned, used, transferred, conveyed, and occupied subject to the restrictions, conditions and covenants set forth herein as follows:

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall have the meaning stated as follows, unless the context clearly requires otherwise. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

Section 1. "Assessment" means the amount of money charged to each Lot Owner from time to time to pay the expenses of the Association and the maintenance expenses for the Common Elements, and for other related purposes as set forth herein and in the Bylaws of the Association.

Section 2. "Association" means Squires Aviation Ranch.

Section 3. "Bylaws" mean the Bylaws of the Association existing from time to time.

Section 4. "Common Elements" means the Subdivision Property which is not included within the Lots or as established easements over any portion of the Lots, including without limitation, roads, airstrip not located on the Lots, easements, drainage areas, and storm water retention and detention ponds, as shows on the final plat of the Subdivision.

Section 5. "Common Expenses" means all expenses and assessments properly incurred by the Association in the performance of its duties and/or exercise of its powers.

Section 6. "Developer" means Squires Aviation Ranch, Inc., a Florida corporation.

Section 7. "District" or "SRWMD" means the Suwannee River Water Management District, an agency of the State of Florida or any successor agency.

Section 8. "FAA" means the Federal Aviation Administration, an agency of the United States of America.

Section 9. "Lot" means a lot in all phases of the Subdivision, except in the

paragraph(s) providing restrictions for one specified phase.

Section 10. "Lot Owner" or "Owner of Lot" means the owner of a Lot.

Section 11. "Local Government" means the local governmental entity with comprehensive planning and land use regulatory jurisdiction over the Subdivision Property. At the time of the execution of these Restrictive Covenants, the local government is Hamilton County, a political subdivision of the State of Florida.

Section 12. "Member" means a member of the Association.

Section 13. "Operation" or "Operation of the Subdivision" means the administration and management of the Subdivision Property.

Section 14. "Restrictive Covenants" mean this Declaration of Restrictions, Conditions, Common Elements, Easements, and Covenants for Squires Aviation Ranch.

Section 15. "Subdivision" means the Subdivision Property, as developed by the Developer, with all amenities located therein, and subject to these Restrictive Covenants. The Subdivision shall be known as Squires Aviation Ranch.

Section 16. "Subdivision Property" means the lands that are subjected to this Declaration as described hereinabove, and all improvements thereon and all easements and rights, appurtenances thereto intended for use in connection with the Subdivision, regardless of the future ownership thereof.

Section 17. "Surface Water" or "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of water which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

ARTICLE II **OWNERSHIP**

Section 1. Type of Ownership. Ownership of each Lot may be in fee simple or in any other estate in real property recognized by law and subject to these Restrictive Covenants.

Section 2. Lot Owner's Rights. The Owner of a Lot is entitled to the exclusive possession of his/her Lot, subject to these Restrictive Covenants. Each Lot Owner shall be entitled to non-exclusive use of the Common Elements as provided herein and as shown on the plat of the Subdivision, in accordance with the purposes for which they are

intended, but no such use shall hinder or encroach upon the lawful rights of other Lot Owners. Such use shall at all times be subject to the reasonable rules and restrictions of the Association, as they may be enacted and amended from time to time.

ARTICLE III **EXEMPTIONS**

Section 1. Exemption for the Developer. Any provision of these Restrictive Covenants to the contrary notwithstanding, the Developer shall be exempt from the restrictions, conditions and covenants imposed by these Restrictive Covenants with respect to the Lots and other Subdivision Property owned by the Developer (including, without limitation, the obligation to pay assessments), but the Developer shall always have and maintain all rights and privileges granted to Lot Owners by these restrictive Covenants (including, without limitation, the non-exclusive use of the Common Elements and the right to enforce these Restrictive Covenants). Provided, however, until (and only until) the Developer relinquishes control of the Association to the Members, the Developer shall be responsible for the payment of any deficiency between assessments levied and the funds spent for maintenance of, and improvements to, the Subdivision.

ARTICLE IV **GENERAL RESTRICTIONS APPLICABLE** **TO ALL SUBDIVISION PROPERTY**

Except as otherwise provided herein, the following restrictions apply to all Subdivision Property:

Section 1. Mobile Homes and Modular Homes Prohibited. No mobile or manufactured homes are allowed on the Subdivision Property. No motor homes, recreational vehicles, travel trailers, campers or tents shall be permitted to remain on the Subdivision Property permanently as a residence.

Section 2. Neat Appearance. Each Lot and all improvements thereon shall, at all times, be maintained in a clean and neat condition, with the grass being cut on a regular basis to maintain a level that is lower than eight (8) inches, and dead trees removed. No part of the Subdivision Property shall be used for a junk yard, dumping ground, or for the accumulation of garbage, other refuse, or foul smelling matter, or for other uses which would be detrimental to the comfort, health and safety of the inhabitants of the Subdivision and surrounding area. The Subdivision Property shall be kept free of any accumulation of trash and other material which would constitute a fire hazard or render the Subdivision Property unsightly.

Section 3. Inoperable Vehicles. Inoperable vehicles must be garaged.

Section 4. Obnoxious Activity Prohibited. No unlawful, offensive or obnoxious activity shall be carried out on the Subdivision Property.

Section 5. Further Subdivision of Lots Prohibited. No Lot shall be further subdivided, and no portion of any Lot smaller than the entire Lot shall be sold, conveyed or mortgaged.

Section 6. Clothes Lines Prohibited. No outside clothes lines shall be allowed on the Subdivision Property.

Section 7. Regulation of Sound Devices. No loud exterior speakers or horns, whistles or other sound devices, except security devices used exclusively to protect the security of the Lots and the improvements located thereon, and in connection with the operation of aircraft and of the airstrip, shall be placed or used in the Subdivision.

Section 8. Regulation of Garbage. All exterior garbage containers, trash, brush piles, rubbish, junk, or other unsightly items of property shall be located in the side yards and shall be screened from view of adjoining Lot Owners, roadways, and airstrips.

Section 9. Regulation of Aircraft. Except for personal aircraft temporarily under repair or under construction, which shall be permitted, all aircraft must be maintained in an airworthy condition. All mechanical or aircraft parts and materials, all aircraft under construction or repair on a non-temporary basis, and all non-airworthy aircraft, shall be stored concealed from view, and the premises shall be kept in a clean and neat condition. All aircraft tied outside a hanger must have a current license and appear to be airworthy when viewed from outside the Lot.

Section 10. Obstructions into Runway and Taxiways. Every Lot Owner and every Lot must comply with F.A.R. Part 77 Regulations (as amended), dealing with obstructions. No Lot Owner shall permit, and every Lot Owner shall prevent, incursions from occurring from the Lots onto the aircraft taxiway and aircraft runway shown on the plat of the Subdivision. Such incursions shall include, without limitation, pets, children, and conduct constituting a hazard to aircraft. The Association has the right, but not the obligation, to control the use of the aircraft runway and taxiways as they see fit in their sole discretion, and may prohibit the use thereof by any aircraft deemed unsafe to life, health, or the condition and maintenance of the aircraft runway and taxiways.

Section 11. Restrictions on Aviation Activities. No rules or restrictions shall be enacted which in any way restrict aviation activities that are in compliance with FAA regulations.

Section 12. Antenna Towers Prohibited. No antenna towers above the height of fifty (50) feet are allowed on the Subdivision Property, except as may be required or needed for the aircraft runway.

Section 13. Restrictions on Parking. No automobile, truck, boat, boat and trailer, trailer, house trailer, recreational vehicle, mobile home, camper or other similar vehicle shall be parked on a street bordering the Subdivision, or on any street, roadway or easement within the Subdivision, overnight or for a continuous period of time in excess of four (4) consecutive hours. No automobile, truck, boat, boat and trailer, house trailer, recreational vehicle, mobile home, camper or other similar vehicle shall be parked or stored on any aircraft runway or taxiway at any time.

Section 14. Restrictions for Walls, Fences and Hedges. No fence, wall, hedge, shrub planting or other obstruction which restricts sight line or wing tip clearances shall be placed or be permitted to remain on any Lot which has a roadway or taxiway. The Association will give the owner written notice thirty (30) days before the removal by the Association of a fence, wall, hedge, shrub planting or other obstruction that violates this Declaration.

Section 15. Lot Planting and Turf Management and Maintenance. In order to implement effective insect, reptile and woods fire control, the Association, and its employees and agents, shall have the right, but not the duty, to enter upon the Lots, with tractors or other suitable equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the safety of the Subdivision. Such entrance shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association, and its employees and agents, may likewise enter upon the Lots to remove any trash which has collected on the Lots without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising their rights under this Section shall constitute a special assessment against the Owner of the affected Lot and shall in every respect constitute a lien on the affected Lot as would any assessment or special assessment. The Association shall notify the Owner of said lot by certified U.S. mail, return receipt requested, of the intention of the Association to exercise their rights under this section, specifying what the exercise will involve and what the estimated cost of the exercise will be to the Owner. The Owner will be given thirty (30) days from the date of the receipt of the certified letter to correct the infraction of the provisions of Section 15.

Section 16. Above Ground Swimming Pools Prohibited. No above ground swimming pools shall be permitted in the Subdivision.

Section 17. Street Side Mail Boxes. All street side mail boxes shall be provided by the Association (and the Association shall have the right to recover the costs thereof as an Assessment on the Lot for which such mail box is provided), and the Association shall determine the location of such mail boxes.

Section 18. Outside Toilets Prohibited. No outside toilets or privies shall be placed or permitted to remain on any Lot, except with the prior written approval of the Association. Such approval may be given for special events or for temporary use by work crews while building a residence or related structures.

Section 19. Compliance with Applicable Regulations. All Lot Owners shall comply with and abide by all applicable land use regulations and building codes and shall obtain all necessary permits and development orders from the applicable governmental authorities prior to commencing any construction activities on any Lot. All Lot Owners shall comply with the provisions of Ch. 489, Florida Statutes, relating to the use of licensed or certified contractors for construction work.

Section 20. Residential Use. Each Lot is restricted to one single family residence/hangar per Lot, as described in these Restrictions, and no Lot shall be used for any purpose other than a single family residence, and no other structure shall be constructed, placed or permitted to remain on any Lot except for buildings incidental to the single family residence/hangar, which may include without limitation, accessory buildings, private garages, swimming pools, screened enclosures, and attached guest house or "mother-in-law suite", all of which shall be permanent in nature. A Lot Owner may use the residence/hangar constructed thereon for a professional home office, provided personal visitation from third parties is not a related part thereof and no signs or other objects indicating commercial activity is visible.

Section 21. Construction Standards. Every residence/hangar or other structure constructed on the Lots must comply with the following standards, as interpreted and amended by the Association:

- (a) Each residence/hangar must contain a minimum of 1,500 square feet of heated and cooled living area and a hangar area of a minimum of 2,000 square feet.
- (b) Each residence/hangar and other structures associated with the residence shall be constructed of new materials.
- (c) The surface of all exterior walls of each residence and associated structures shall be constructed of only steel, brick, masonry, concrete, boards, plaster/stucco, drivit, stone, or similar material. Vinyl siding may be used only for the gables and eaves.
- (d) All additional hangars, storage buildings, barns, shelters, and other incidental structures constructed on the Lots shall be permanent in nature and constructed of new materials using as exterior surfacing only the same material allowed for exterior surfacing of residence/hangars, and finished in a manner similar and aesthetically compatible to the residence/hangar located on the same Lot.

- (e) Construction of all residence/hangars and associated structures shall be by skilled workmen in a workman-like manner.
- (g) All fences constructed in front of the parallel extension of the rear wall of the residence/hangar shall be made of wood, PVC or similar material, and all fences constructed behind the parallel extension of the rear wall of the residence/hangar shall be constructed of wood, PVC, woven web wire or similar material. All wood fences shall be painted white or black, stained neutral or left natural. No complete barbed wire fencing is allowed, other than with and constructed as a part of the permitted types of fencing used behind the parallel extension of the rear wall of the residence/hangar. All fencing must be able to contain or exclude animals the size of household pets. The aircraft taxiway to each residence/hangar must be fenced off from the rest of the Lot with fencing contiguous with runway perimeter fencing, to aid in restricting access to the runway.
- (h) The fencing and other requirements of the Association's liability insurance policy or policies shall be met by all members.
- (i) No building which has not been issued a Certificate of Occupancy by the local government shall be occupied as a residence/hangar.
- (j) All utility service shall be placed underground on each Lot. The Lot Owner shall be responsible for all costs and expenses associated with the placement of such utility services underground.
- (k) All solar panels used must be architecturally designed on roof top.
- (l) Additional aircraft hangars must be aesthetically compatible with such residence/hangar.
- (m) No building (including, without limitation, eaves, steps and open porches) shall be located within two hundred feet (200') from the centerline of the aircraft runway.

Section 22. Setback Requirements All residence/hangars and incidental structures (other than fencing and utilities) shall comply with the following minimal setback requirements:

Front (facing Perimeter Road):	50 feet
Side:	20 feet
Rear:	200 feet from runway centerline

Section 23. Restrictions on Livestock and Animals. No greater than two (2) of each of the following animals: sheep, goats, hogs, fowl, swine, emus, rodents, chickens or other similar animals shall be kept on the Lots. The operation of a commercial dairy, dog boarding kennel, veterinary hospital, commercial livery or boarding stable for horses, riding academy, commercial breeding operation are not permitted on the Lots. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number (2) of small domestic animals for family pleasure, provided that such animals do not create a nuisance for others. Horses and cows kept on a lot for grazing of grass shall be limited in number to those appropriate for the amount of pasturage available on the owner's lot for said horses or cows to be maintained in keeping with good husbandry practices.

Section 24. Association liability insurance requirements, including, but not limited to, the keeping of animals on the Lots and off the runway must be met by all. At a minimum, the owners of a Lot must provide the Association with a current certificate of insurance showing specific liability coverage for any animals to be kept on the owner's Lot.

Section 25. Restrictions on Foliage. No trees, bushes, walls, fences or hedges shall be placed or permitted to remain within one hundred twenty-five feet (125') from the centerline of the airstrip. No trees shall be placed or permitted to remain at any place on the Lots if such tree impairs the sight lines or wing tip clearance of aircraft using the airstrip. Lot Owners may not place or maintain landscaping, hardscaping, or other objects between the front (south) fence line and the public road known as Northwest 44th Street. Only the Association shall have the right to place and maintain landscaping, hardscaping, or other objects on the Common Elements. Lot Owners may not alter or destroy the fence, gates, entrances and driveways constructed by the Developer on the Common Elements.

Section 26. Signs. No signs of any type (except one "For Sale" sign not larger than eighteen inches (18") by twenty-four inches (24")) shall be erected or maintained or displayed for public view on any Lot, except with written permission of the Association. No sign shall be placed on the aircraft runways, taxiways, easements and Common Elements, except by the Association. Provided, however, this restriction shall not restrict or prevent the Developer or its agents from erecting such signs as Developer deems necessary or helpful in its sole discretion for selling Lots in the Subdivision or other property, or for regulating or constructing the Subdivision, or for any other matter the Developer deems proper.

ARTICLE V **COVENANTS AGAINST PARTITION AND** **TRANSFER OF MEMBERSHIP RIGHTS**

Because the free use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Elements and the improvements made thereto, and

that it is in the interest of all of the Lot Owners that the right to the use and enjoyment of the Common Elements be retained by the Lot Owners, subject to reasonable rules and regulations, and the limitations set forth herein, the right to the use and enjoyment in the Common Elements shall remain undivided, subject to such limitations, and Lot Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Elements. Lot Owners shall have no right to transfer the right to the use and enjoyment of the Common Elements in any manner other than as an appurtenance to and in the same transaction with a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Elements appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such right shall have been described or referred to in the deed by which said Lot is conveyed.

Section 1. Creation of Property Owner's Association. The Developer has deemed it desirable for the efficient preservation of the values and amenities of the Subdivision Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Elements, administering and enforcing these Restrictive Covenants, levying, collecting and disbursing Assessments, and for the purpose of promoting the common interest of the Lot Owners. Accordingly, the Developer has caused the Association to be created for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as set forth in its Articles of Incorporation and Bylaws, and these Restrictive Covenants, and shall include, without limitation, the power to maintain and preserve the Common Elements, and to levy assessments against each Lot. The Association may engage in any other activities or assume any responsibilities that may be considered as promoting the common interest of the Lot owners.

Section 2. Organization of the Association. After the Developer sells all Lots or relinquishes control of the Association, the Lot Owners shall be entitled to elect by majority vote a new Board of Directors, and control of the Board of Directors and the Association shall then rest with the Lot Owners. The Developer shall schedule, send out notice for, and coordinate the first meeting of the Members after all Lots are sold or the Developer relinquishes control of the Association.

Section 3. Membership in Association. Each and every Lot Owner shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Where any Lot is owned by more than one person, such persons shall designate one Lot Owner to act as the Lot Owner to exercise all of the rights of membership of the Association on behalf of all owners of such Lot. In the event the Lot Owner is a corporation, limited liability company, or other legal entity, such entity shall designate one of its officers or representatives as agent to exercise all the rights of membership of such Lot Owner.

Section 4. Levy and Due Date of Assessments. The Assessments shall be levied by the Board of Directors of the Association with the need for approval of the membership

of the Association. The Assessments shall be due and payable monthly within thirty (30) days after the Assessments are levied.

Section 5. Membership Voting. Each Lot Owner shall be entitled to one vote at every duly called meeting of the Members, including one vote in electing directors to serve on the Board of Directors of the Association. No Lot Owner shall be entitled to vote unless such Lot Owner has fully paid all assessments as provided herein and as shown by the books of the Association.

Section 6. Obligation for Payment of Assessments. Each Lot Owner, by acceptance of a deed for a Lot, whether or not it is expressed in the deed, agrees to pay the Assessments. If more than one person or entity owns a Lot, all co-owners of the Lot shall be jointly and severally liable for the Assessments on such Lot.

Section 7. Lien for Assessments. The Assessments, together with interest, costs and reasonable attorney's fees incurred for enforcement shall be charges on the Lots, and shall be a continuing lien upon the Lots until paid. The Assessments, together with interest, costs and reasonable attorney's fees incurred for enforcement, shall also be the personal obligation of each and every Lot owner who was the Owner of such Lot at the same time the Assessment fell due.

Section 8. Use of Assessments. The Association shall levy Assessments on each Lot, which said Assessments shall be used by the Association for the performance of the Association's duties and exercise of its powers, including but not limited to:

- (a) Payment of operating expenses of the Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.
- (b) Performing routine and special road maintenance in a manner to assure the roads and easements to be in a safe condition and for all weather travel, and to maintain the Common Elements.
- (c) Lighting, improvements, and beautification of the entranceway, Common Elements, roadways and easements, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices; mowing and maintenance of airstrip and all taxiways.
- (d) Doing any other thing necessary or desirable in the judgment of the Association, to keep the Subdivision Property and Common Elements neat and attractive and to preserve and enhance the value of the Subdivision Property, and to eliminate fire, health or safety hazards, which in the judgment of the Association may be for the general benefit of the Lot Owners and Common Elements.

- (e) Defraying in whole or in part the cost of the maintenance, operation and repair of the surface water or storm water management system and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District.

Section 9. Maintenance of Common Elements. The Association shall be responsible for the maintenance, operation and repair of the Common Elements (including without limitation all roads not maintained by a governmental entity). Further, the Association may, but shall not be required to, upgrade or maintain any public property (including roads maintained by a governmental entity) if it deems such to be in the best interest of the Subdivision. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted and/or required by the District. Any repair of, or reconstruction of, the surface water or storm water management system shall be as permitted by the District, or if modified, as approved by the District. "Surface Water" or "Storm Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 10. Easement of Enjoyment. Every Lot Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association has the right to suspend the voting rights of and right to use any Common Element by a Lot Owner for any period during which any assessment against such Lot Owner's Lot remains unpaid; and for any period during which any infraction of these Restrictive Covenants or the Association's published rules and regulations are violated by said Lot Owner.
- (b) The Association has the right to promulgate reasonable rules and regulations to govern the use and maintenance of the Common Elements.

Section 11. Miscellaneous. All Assessments (except those for Lot specific charges such as mailboxes or removal of trash piles) must be fixed at a rate which is uniform for all lots of a similar size and nature and may be collected on a monthly or more frequent basis. All assessments not paid within thirty (30) days after the due date shall be deemed delinquent, bear interest from the due date at a rate of ten percent (10%) per annum until paid in full, and shall be a continuing lien on the Lot for which the Assessment is due upon filing a notice thereof by the Association in the public records of Hamilton County, Florida,

to secure payments of all amounts due. The Association may bring a civil action at law to foreclose its lien. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements, or by abandonment of the Owner's Lot. Upon full payment of the Assessment, the affected Lot Owner shall be entitled to a recordable satisfaction of the lien, and it shall be the responsibility of the Lot Owner to record said satisfaction. The lien of any Assessment on a Lot by the Association by recorded notice is subordinate to the lien of any previously recorded mortgage on such Lot. Sale or transfer of any Lot encumbered by an Assessment lien shall not affect the validity and enforcement of such Assessment lien.

Section 12. Duty to Inquire as to Assessments. All prospective purchasers of Lots shall have the duty to inquire of the Association, as to any unpaid Assessments for such Lots. No Lot shall be relieved of the lien of any Assessment because the Lot Owner thereof was not aware that such Lot was subject to an unpaid assessment at the time of the purchase of the Lot or because there was no notice of such Assessment or lien recorded in the public records of Hamilton County, Florida.

ARTICLE VI **ENFORCEMENT**

Section 1. Enforcement by the Developer, the Association and Lot Owners. In the event of a violation of these Restrictive Covenants, the Association, and/or any Lot Owner shall be entitled and is hereby empowered to prosecute any proceedings at law or in equity to enforce these Restrictive Covenants by specific performance, injunction, or any other available remedy, and/or to recover damages for violation of the same. Failure to enforce any covenant herein contained shall in no way be deemed a waiver of the rights to do so thereafter. In any such proceedings brought by the Association, irreparable harm and no adequate remedy at law shall be conclusively presumed.

ARTICLE VII **USE OF EASEMENTS AND OTHER COMMON ELEMENTS**

Section 1. Grant of Rights. Every Lot Owner shall have and are hereby granted a non-exclusive easement over and across all roads in the Subdivision, and the non-exclusive right to use all Common Elements in the Subdivision, for themselves and their family, guests, and agents, for which the same are reasonably intended for the enjoyment of the Lot Owners. These rights shall be perpetual and as a covenant running with the land of the Subdivision and notwithstanding any of the other provisions of these Restrictive Covenants, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of these restrictive Covenants. The Lot Owners' use of the Common Elements shall at all times be subject to the reasonable rules and regulations of the Association. These easements and uses include without limitation the following:

- (a) Utilities. For utilities as shown on the plat of the Subdivision.
- (b) Pedestrian Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, easements and Common Elements as shown on the plat of the Subdivision.
- (c) Vehicular Traffic. For vehicular traffic over, through and across the roads as shown on the plat of the Subdivision.
- (d) Aircraft Runway. For aircraft takeoff, landing and movement only, as shown on the plat of the Subdivision. No vehicle traffic of any kind, motorized or otherwise, shall be permitted on the runway.
- (e) Common Elements. For general use of the Common Elements as shown on the plat of the subdivision.

ARTICLE VIII **DEVELOPER'S PRIVILEGES**

Section 1. Right to Conduct Business. The Developer shall have the right to transact upon the Subdivision Property any business necessary to consummate the sale of Lots, including, without limitation, the right to maintain models, have signs, staff employees, maintain offices, use the Common Elements and show Lots. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

Section 2. Developer Control of Association. Notwithstanding any provisions herein, or provisions of the Articles of Incorporation, Bylaws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control of the Association until all Lots in the entire Subdivision (all phases) are sold by the Developer, or the Developer voluntarily relinquishes control to the Association, whichever occurs first. Until such time, the Developer shall be entitled to act as the Association and exercise all of the powers of the Association directly without acting through the Association. The Developer may, at a time to be determined by the Developer, convey title to, or an easement over, some or all Common Elements to the Association, in which event the Association shall accept such conveyance and/or easement. Provided however, the transfer of operation and maintenance of the Association by the Developer shall not be inconsistent with the terms of the Articles of Incorporation and Bylaws of the Association. Until the Developer conveys the land to the Association on which the Surface Water management System is located, or otherwise relinquishes control to the Association, the Developer shall be responsible for operating, maintaining, and managing the Surface Water or Storm Water Management System in accordance with the terms and conditions of these Restrictive Covenants and the terms and conditions of the permit and rules of the District.

Section 3. Amendment by the Developer. Until the Developer relinquishes control of the Association to the Members, the Developer reserves the right and shall have the sole and exclusive right, without notice to, or consent from, the Lot Owners or any other party, to amend these Restrictive Covenants for any and all purposes, including without limitation to: (a) correct scrivener's errors, ambiguity in or inconsistencies between the provisions contained herein; (b) to include additional property by phases, and include General Restrictions therefor; and © for any other purpose. Provided that the Developer may not amend these Restrictive Covenants in any way which completely prohibits a Lot Owner from constructing and occupying a single family residence on a Lot which was purchased by the Lot Owner without prior notice (including but not limited to constructive notice) of such amendment.

Section 4. Supremacy of this Section. Notwithstanding anything else herein to the contrary, the provisions of this Section shall take precedence and be controlling over all other provisions of these Restrictive Covenants. Further the provisions of this Section shall not be subject to amendment until the Developer relinquishes control of the Association to the Members.

ARTICLE IX **ADDITIONAL PHASES**

Section 1. Right to Add Phases. Other property may be added to the Subdivision by the Developer, through additional phases (such as phase two, phase three, etc.) as such phases are approved by the local government. Such additional property shall then be subject to and entitled to the benefits of these Restrictive Covenants.

Section 2. Process for Adding Phases. After the local government approves additional phases to the Subdivision, the Developer shall prepare and record Amended and Restated Restrictive Covenants to include the additional property and the General Restrictions applicable to such additional property.

ARTICLE X **EASEMENTS RESERVED TO THE DEVELOPER**

Section 1. Easement over Common Elements. The Developer hereby reserves unto itself, its successors and assigns, a non-exclusive easement over and across all roads in the Subdivision, and the non-exclusive right to use all Common Elements in the Subdivision, for itself, its members and their family, guests, and agents, for which the same are reasonably intended. Such easement shall include, without limitation, the right to use the said Common Element to erect, maintain and use any and all utilities, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences and to use the Common Element for utilities, drainage, signage, fencing, landscaping and irrigation, and the right to cut any trees, bushes or shrubbery, make any

gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks, the right to erect and maintain landscaping, and the right to erect and maintain signage; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 2. Utility Easement. The Developer hereby reserves unto itself and its successors and assigns, and may grant to any public utility, public body or the Association, an easement for utilities (of all types) and drainage, and ingress and egress to construct, maintain and replace the same, twenty feet (20') wide along, adjacent to and within all boundary lines of each and every Lot.

Section 3. Effect of Amendment of these Restrictive Covenants. No amendment of these Restrictive Covenants shall operate to divest or otherwise affect the easements reserved by the Developer as set out herein.

ARTICLE XI **MISCELLANEOUS**

Section 1. Liability to Lot Owners. Notwithstanding the duties of the Association, specifically including, without limitation, its duty to maintain and preserve Common Elements, the Association (and the Developer until all Lots are sold or the Developer voluntarily relinquishes control of the Association) shall not be liable to the Lot Owners, their invitees or guests for injury or damage caused by any defect in or condition of the Common Elements.

Section 2. Invalid Provisions. Invalidation of any one of the provisions of these Restrictive Covenants by judgment, decree or court order shall in no wise affect any of the other provisions hereof, which same shall remain in full force and effect.

Section 3. Effective Date. These Restrictive Covenants shall become effective upon execution by the Developer and recordation in the public records of Hamilton County, Florida.

Section 4. Amendment by the Association. After the Developer relinquishes control of the Association to the Members, these Restrictive Covenants may be amended by the written consent of three-fourths (3/4ths) of the Lot Owners.

Section 5. Amendments Affective Stormwater. Notwithstanding any other provisions of these Restrictive Covenants to the contrary, any amendment to these Restrictive Covenants which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water

management portions of the Common Elements, must have the prior written approval of the District.

Section 6. Liability for Negligence. A Lot Owner shall be liable for the expense of any maintenance, repair or replacement of a Common Element rendered necessary by such Lot Owner's act, neglect or carelessness or by that of any member of the Lot Owner's family or the Lot Owner's guests, invitees, employees or leasers.

IN WITNESS WHEREOF, this instrument has been executed by the Developer, SQUIRES AVIATION RANCH, INC. on the day and year first above written.

SQUIRES AVIATION RANCH, INC.

Signed, sealed and
delivered in the presence of:

Daphne Peacock
Witness Daphne Peacock

By Buffey Squires
BUFFEY SQUIRES, PRESIDENT

Annette M. Sowell
Witness ANNETTE M. SOWELL

By _____

STATE OF FLORIDA
COUNTY OF ~~KANAWHA~~
Madison

The foregoing instrument was acknowledged before me this 2 day of August 2008, by Buffey Squires ~~and~~ as President on behalf of SQUIRES AVIATION RANCH, INC., who are personally known to me.
Drivers license



DAPHNE PEACOCK
Notary Public, State of Florida
My Comm. Expires Sept. 13, 2014
Commission No: EE 9075

Daphne Peacock
Notary Public
My Commission Expires: 9-13-14
Commission Number _____

Exhibit "A"

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4); and the West Half (W 1/2) of the Southwest Quarter (SW 1/4); in Section 2, Township 1 North, Range 11 East, Hamilton County, Florida.

Also being described as:

Lots 1 through 10 of Squires Aviation Ranch, a subdivision filed for record in Plat Book 3, Page 53, filed in the Office of the Clerk of Court in and for Hamilton County, Florida.