

BOOK 38-3442-22

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENCE:

That this Declaration of Covenants, Conditions and Restrictions made and entered into this 10th day of December, 1991, by Southeast Timberlands, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H:

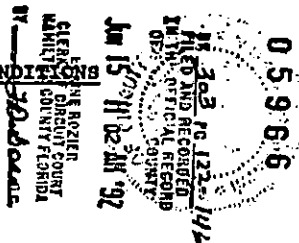
WHEREAS, Declarant is the owner of certain real property in Hamilton County, Florida, which is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF

and

WHEREAS, certain lots in the Suwannee River Farms Subdivision Phases 1, 2 and 3 have been previously sold to those Owners as set forth in Exhibit "B" attached.

NOW THEREFORE, Declarant and those Owners that hold title to lots in the said subdivision that have consented to this Declaration by separate signed consent, hereby declare that all



to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring a legal action against the Owners and the Lots for any unpaid assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas, or abandonment sale or transfer of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payments which become due prior to such sale or transfer.

Section 10. Exempt Property. All property dedicated to, and accepted by, a public authority and any Lots owned by Declarant or its designees shall be exempt from the Annual Assessment created herein except no land or improvements devoted to dwelling uses shall be exempt from Assessments.

Section 11. Foreclosure. The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida, or the Association may bring such other action as it deems appropriate to collect for the sums owed. In any such action, the Owner is required to pay all costs and expenses, including attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of Foreclosure or other action, which also are secured by the lien and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, rent encumber, use and otherwise deal with such Lot as an Owner, but for purpose of resale only. If any

foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against all Owners for such deficiency, in its sound judicial discretion.

Section 12. Common Expenses and Common Surplus. The Common Expenses of the Association shall include the expenses of the operation, maintenance or repair of the Common Area, cost of carrying out the powers and duties of the Association and any other expenses designated as Common Expense by the Association. Each Owner shall be responsible and liable for the share of the Common Expenses in the same proportion that he owns an undivided share of the Common Area.

Section 13. Apportionment of Common Expenses and the Common Area. Each Owner of a Lot owns a share of the undivided interest in the aforesaid Common Area and a proportionate share in the common expenses and common surplus in the same proportion as the Owner's Lot bears to the total number of Lots in the Association.

Section 14. Common Expenses Exception. Neither the Declarant nor any other Owner may be excused from the payment of his share of the Common Expenses of the Association unless all Owners are likewise proportionately excused from payment.

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ARTICLE V

ARCHITECTURAL CONTROL AND RESTRICTIVE COVENANTS

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Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, except as may be required by any governmental agency, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any fence or fences may be installed on said easements, but if it is necessary for such fence or fences to be removed for installation or repair of utilities, then such removal shall be at owner's expense. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible. All utility lines located on easements shall be installed and buried underground.

Section 2. Owner shall keep the yard clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience.

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Section 3. Emergency vehicles shall be entitled to access for ingress and egress for official purposes of health, fire and other emergency use.

Section 4. Owner shall conform to and abide by the Rules and Regulations in regard to the use of Lot and the Common Area which may be adopted in writing from time by the Declarant or Association, and to see that all persons using the Lot do likewise.

Section 5. Owner shall allow the Declarant and the Association to enter any Lot for the purpose of maintenance, inspection or repair of the improvements within the Lot or the Common Area or in the case of an emergency threatening Lots or the Common Area, to determine compliance with this Declaration and the By-Laws of the Association.

Section 6. Enforcement shall be by proceedings at law or at equity against person, or persons violating or attempting to violate any Covenants either to enjoin the violation or to recover damages.

Section 7. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION

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Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is as hereinbefore described.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the discretion of the Declarant or the Association by recordation of additional or supplemental Declaration containing essentially the same substance as the instant Declaration, which may be done by incorporation of the Declaration. Any subsequent or supplemental Declaration of Covenants and Restrictions shall interlock all rights or members to the Association to the end that all rights resulting to members of the Homeowners' Association shall be uniform as between all covered lands and properties. Specifically, this would permit those parties that have title to lands in the Subdivision that do not join in or consent to this Declaration at this time but desire that their lands become subject to the Declaration at a later time.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the

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terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common areas, easements, and roads as established hereunder except to grant to the Owners of the Properties being added, the right to use the Common areas, easements, and roads as established hereunder.

Section 4. Other Additions to Association. At the discretion of the Declarant or by majority vote of the Board of Directors, membership in the Association can be extended to owners of other lands not otherwise subject to the provisions of this Declaration for the purpose of mutual maintenance of roads, easements, common areas and other improvements. Any extension of membership pursuant to this paragraph will include comparable assessment provisions, lien provisions and voting rights with respect to assessments and expenditures of common funds.

ARTICLE VII

DECLARANT'S RESERVED RIGHTS

Section 1. The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein. The foregoing notwithstanding, any

amendment altering governmentally approved aspects ^{BOOK 2009} ^{PAGE 138}
development (for example, affecting the approved drainage plan
for this property) must be first approved by the applicable ^{OFFICIAL RECORDS}
governmental agency or body (for example, Suwannee River Water
Management District).

Section 2. Declarant's Reserved Easements. Declarant reserves for itself and its successors and assigns the right to impose restrictions, and to grant or dedicate additional easements and rights of way on any Lots in the Property owned by Declarant. Such easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property or the improvement thereupon. Declarant reserves for itself and its successors and assigns an exclusive easement for the installation and maintenance of radio and television cables within the rights of way and platted or designed easement areas.

The Declarant, in its sole discretion, may grant to individual owners the right to encroach upon easements reserved in the plat of the Property or herein where necessary for the overall planning of the area or such other reasons as Declarant may deem beneficial or advisable.

Section 3. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, Declarant reserves the

right, but not the obligation, to release the Lot ~~from~~ ¹⁹⁶² ^{AGE 139} ⁰⁹⁴⁵⁶ violation of the covenants and conditions of this Declaration without consent or joinder of any Owner or Mortgagee.

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ARTICLE VIII

AMENDMENT

Section 1.

(a) Subject to the requirement of subparagraph (c) below, the Declarant reserves the right and shall have the right without the consent or joinder of any Owner, the Association or any Mortgagee to amend this Declaration for such purpose as it deems necessary or convenient which are consistent with the provisions hereof, including, without limitation to comply with any requirements of any governmental agency or Mortgagee or to cure any ambiguity in or any inconsistency between these provisions.

(b) Subject to the requirements of subparagraph (c) below, the Association may amend this Declaration during the first ten year period after recording by an instrument recorded in the public records certifying that the amendment executed by the President and Secretary of the Board was passed by ninety percent (90%) of the votes of the Owners and thereafter by an Amendment signed by the President and Secretary of the Board

certifying that such Amendment was passed by seventy-five percent (75%) of the votes in the Owners. 140

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(c) Amendments which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage and other surfacewater management works which are owned by the Association or the Owners in common, may be made after approval by the Suwannee River Water Management District under the lawfully adopted rules of the application for such modification. Amendment to the Declaration which does not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District, however, copies of such amendments shall be forwarded to the district within 30 days of approval.

Section 2. Declarant's Successors. So long as the Declarant owns any parcel of the Property, the Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm, corporation, trust or other entity any or all rights, powers, privileges, authority and reservations made or reserved by the Declarant in any part or section of this Declaration either exclusively or non-exclusively. At such time as the

of the properties described in Exhibit "A", and as described in the separate Consent by Owner shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Suwannee River Farms Owners Association, Inc. and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation and excluding those owners of lots that have not joined in or consented to this Agreement in writing. Declarant shall be included as an Owner.

Declarant or its successors and assigns no longer owns any Lots and there has been no assignment of Declarant's rights pursuant to this provision, then the rights of the Declarant shall be deemed to be vested in the Association. Provided, however, if the County of Hamilton has accepted the Roads for maintenance then the Association may determine to dissolve and the provisions herein shall not be construed to require the Association to undertake Declarant's rights therein.

ARTICLE IX

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the revisions of this Declaration. Failure by the Declarant,

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Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Representation and Warranty. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Property or the documents except as specifically set forth therein, and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made therein.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Terms and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter, by an instrument

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signed by not less than seventy-five percent (75%) of the
Owners. Any amendment must be recorded.

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IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has caused these presents to be executed the day and
year first above written.

Signed, sealed and delivered
in the presence of:

SOUTHEAST TIMBERLANDS, INC.

J. L. Shipley
Kathy Maycott
STATE OF ~~GEORGIA~~ GEORGIA
COUNTY OF BIBB

By: Jewett Tucker, Jr.

The foregoing instrument was acknowledged before me this
17th day of December, 1991 by JEWETT TUCKER, JR., personally
known to me. He did not take an oath.



Deborah H. Ryan
Notary Public

My Commission Expires 4-17-95

EXHIBIT "A"

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OFFICIAL RECORDS

Lots 7, 9, 13, 18 and 19, SUWANNEE RIVER FARMS
PHASE 1, a subdivision recorded in Plat Book 2,
Page 95, public records of Hamilton County,
Florida.

Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33,
34, 35, 36, 37, 38, 39, 40 and 41, SUWANNEE RIVER
FARMS PHASE 2, a subdivision recorded in Plat Book
2, Page 110, public records of Hamilton County,
Florida.

Lots 42, 45, 46, 47, 48 and 49, SUWANNEE RIVER
FARMS PHASE 3, a subdivision recorded in Plat Book
2, Page 111, public records of Hamilton County,
Florida.

EXHIBIT "B"

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<u>OWNER</u>	<u>LOT NO.</u>	<u>OFFICIAL RECORDS</u> <u>PHASE</u>
Louis Simonetta and Katherine Simonetta 10107 Scott Mill Road Jacksonville, FL 32257	1	1
Paul R. Adams, Jr. and Barbara Jane Adams 1519 Big Sky Way Tallahassee, FL 32301	2	1
Philip C. Rond, III and Maria Rond Route 4, Box 4262 Monticello, FL 32344	3	1
Allan J. Fedor and Tracy A. Shoemaker 8234 Rose Terrace N. Largo, FL 34647	4 & 5	1
Glorie S. Marble 1148 Harbor Drive N. Ft. Myers, FL 33917	6	1
Andre J. Drouin and Paulette B. Drouin 4686 Skates Circle, S.E. Ft. Myers, FL 33905	8	1
William H. Cook and Mary Lee Cook 222 W. Ariel Road Edgewater, FL 32141	10	1
William A. Reynolds and Helen S. Wong-Reynolds 11 Farrwood Road Windham, NH 03087	11	1
Andrew Socash, Jr. and Carol N. Socash 3815 Goldsmith Road Brooksville, FL 34602	12	1

Dorothy Goodbred Morgan and
Anne Morgan
6317 N.W. 71st Street
Gainesville, FL 32606

14

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Dan H. Morgan and
Teresa Byrd Morgan
724 S.W. 10th Street
Gainesville, FL 32601

15

1

George B. Romfh, IV
14602 S.W. 79th Street
Miami, FL 33183

16, 17
20

1
2

Joseph C. Wheeler, III and
Carolee G. Wheeler
P.O. Box 924
Brooksville, FL 34605

30

2

Zehntner B. Gay and
Janet Sciales Harduvel
17823 Sunrise Drive
Lutz, FL 33549

31

2

Keith E. Munsch
4841 Dovetree Lane
Jacksonville, FL 32225

43, 44

3

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Section 3. "Properties" or "Property" ~~shall mean~~ ^{OFFICIAL RECORD} and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI but excluding those Lots that have previously been transferred by Declarant and not presently owned by Declarant and which owners of those Lots have not consented to this Declaration.

Section 4. "Common Areas" shall mean all real properties owned or leased by the Association for the common use and enjoyment of the Owners including but not limited to roads, utility improvements, recreation areas, drainage and utility easements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Suwannee River Farms, excluding those Lots that the title to which is in other than the Declarant or Owner.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, hereof.

Section 7. "Declarant" shall mean and refer to Southeast Timberlands, Inc., its successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all private and public roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas or properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas, easements, or private roads to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded. No easements, roads or roadway areas will be submitted to the County for acceptance and dedication until the roads and roadways shall meet county specifications and other requirements of the County.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the

Common Areas or private roads to the members of his family, his
tenants, his guests or subsequent purchasers. 126

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Section 3. Encroachments. The Owners agree that if any portion of a Common Area encroaches upon another, a valid easement for the encroachment and maintenance of same shall and does exist, so long as it stands.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A

Class A Members shall be all Owners except the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B

The Class B Member shall be the Declarant who shall be entitled to one (1) vote for each Lot

platted within the Property plus one. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

- (a) when Declarant owns less than four (4) Lots within the Property,
- (b) ten (10) years from the recording of the Declaration, or
- (c) at such times as the Declarant in its sole discretion determines to transfer control.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment together with interest costs shall also be the personal obligation to the person who was the Owner of such property at the time when the Assessment

fell due. The personal obligation is a joint and several obligation. OFFICIAL RECORDS

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the public and private roads, easements and Common Area situated on the Properties, including, but not limited to:

(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.

(b) Management, maintenance, improvement and beautification of all roads, easements, recreation areas and facilities.

(c) Doing any other thing necessary or desirable, in the judgment of the said Association to keep the Properties neat and attractive or to preserve or enhance the value of the Properties herein, or to eliminate health, or safety hazards, of which, in the judgment of the said Association, may be of general benefit to the Owners or Occupants of lands included in the development.

(d) Repayment of funds and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. Until January 1, 1993, the maximum annual assessment shall be Seventy-Five and No/100 Dollars (\$75.00) per Lot, which shall be payable as determined by the Board.

(a) From and after January 1, 1993, the maximum annual assessment may be increased by the Board of Directors each year not more than five percent (5%) above the maximum assessment for the previous year. 303 MAY 129 OFFICIAL RECORDS

(b) From and after January 1, 1993, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board, in determining the Annual Assessment, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the roads, easements and common area improvements.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, easements, public roads, or private roads provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called

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for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at uniform rate for all Lots, regardless of size, and may be collected on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on January 1, 1993. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent