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W. Greg Godwin, Hamilton County Page 1 of 10 B: 760 P: 60

SUWANNEE TRACE

Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions, and Restrictions, made this ____ day of _____, 2014, by Conner & Langley, LLC, as represented by Michael R. Langley, whose mailing address is 1169 W Lakeshore Drive, Clermont, FL 34711, hereinafter referred to as Owner of the Suwannee Trace, located in Hamilton County, Florida, hereinafter referred to as the Property, and more particularly described as follows that land contained in the Plat of Suwannee Trace, as recorded in Plat Book 3, Page 66 of the Public Records of Hamilton County, Florida.

Suwannee Trace shall be subject to the following protective covenants and restrictions, which covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until September 30, 2036 and shall be binding upon their respective guests, tenants, heirs, personal representatives, successors and assigns, and at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless voted by majority, of the then owners of the Lots within the Property agree to change said covenants and restrictions in whole or part. This Declaration is being made as a general plan for the benefit of all lots within the Suwannee Trace, and each and every building site therein. These protective covenants and restrictions are being designed for the purpose of keeping the Property desirable and suitable in architectural design and use as herein specified.

Section 1: Driveway / Road Maintenance / Ingress Egress Easements

- A. Hamilton County, Florida or any political subdivision thereof, shall never be obligated to maintain the 60 foot R/W Ingress and Egress Easement, to contain a private driveway, legally described in the recorded Plat for the subdivision recorded in Plat Book 3, Page 66 Public Records of Hamilton County, Florida. The said Ingress Egress Easements are for the use and benefit of each property owner in the subdivision.
- B. Each property owner covenants and agrees, by acceptance of a deed (whether or not specifically expressed in such a deed), for themselves, their heirs, successors, and assigns, that such Ingress and Egress Easement shall be maintained by the property owners, jointly and severally, at their cost and expense, so to provide free and passable ingress and egress to the nearest County maintained road. The said Ingress and Egress Easement is intended to be of benefit and to serve each and every lot or parcel to be created within Suwannee Trace. This covenant shall specifically benefit any mortgage holder of a property and all other property owners, hereinafter referred to as Protected Parties. Upon default of a property owner's maintenance obligation, any of the Protected Parties are authorized to perform necessary maintenance at the defaulting property owner's expense, the cost of which shall be a Lien against the property owner's property until paid.
- C. Each property owner will be responsible for building up their own driveway on their lot to tie in with the community driveway. This is to aid in protecting the shoulder of the community driveway when large or heavy vehicles enter the property for construction.

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- D. The cost and expense of maintaining the said driveway shall be at the individual property owner's expense.
- E. The area constituting the said Ingress and Egress Easement is more specifically described as that area depicted on the recorded Plat for the Subdivision known as Suwannee Trace, recorded at Plat Book 3, Page 66, Public Records of Hamilton County, Florida.
- F. Generally. Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance, whether or not it is expressed in the deed or other instrument of conveyance, agrees and is obligated to pay assessments as follows:
- G. Annual Assessments. The Board of Directors of the Association shall levy an annual assessment on the first day of November each year for the upcoming calendar year. Annual assessments shall be due and payable within thirty (30) days of assessment. The first annual assessment shall be \$100 and can be raised no more than 10% a year by the Board of Directors without the approval of three fourths (3/4) of the lot owners within Suwannee Trace, anything herein to the contrary notwithstanding. The annual assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, land welfare of the Property and Owners in the development, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, and for such other purpose as may be deemed desirable to appropriate from time to time by the Board of Directors, including, but not limited to, defraying the cost of the maintenance, operation and repair of the surface water and/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 SRWMD as well as the following:
- a. Payment of operating expenses of the Association, and;
 - b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, parking, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
 - c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property or federal income taxes assessed against the Association. Such taxes and assessments may be contested or compromised by the Association; and
 - d. Management, maintenance, improvement and beautification of landscaping and storm water drainage and retention features on Common Property; and
 - e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and
 - f. Repair and maintenance of all streets, situated upon the Common Property; and

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- g. Funding of appropriate reserves for future repair and replacement; and
- h. Doing any other thing necessary or desirable in the judgment of said Association to keep the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of benefit to the Owners or occupants of the Property.

H. Special Assessments. The Association may levy a special assessment for the purpose of 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. Such special assessments shall be levied by the Board of Directors of the Association only with approval of three fourths (3/4) of all the owners of all lots within Suwannee Tract; anything herein to the contrary notwithstanding. Special assessments shall be due and payable within ninety (90) days of the assessment being levied.

I. Exempt Property. The Common Property subject to this Declaration shall be exempt from the assessments, charges and lien created herein.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property. All Lots shall be subject to assessment.

Section 2:

The Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and the Owner's heirs, personal representatives, tenants, successors, grantees, transferees and assigns. The provisions of these Covenants and Restrictions are in addition and not in lieu of any present or future State, County, City, or other governmental policies or ordinances affecting land use and other matters.

1. LOTS LIMITED TO TWO (2) RESIDENCES EACH. The owner may place not more than two (2) residences, whether permanent buildings or mobile homes or one of each on any one lot. Note: Buyer must abide by Hamilton County regulations which may restrict to one (1) residence per lot. The maximum number of lots or parcels approved for the area contained in the recorded plat for Suwannee Tract is Fifteen (15) residential building lots.
2. TEMPORARY FACILITIES. Travel trailers, campers, and motor homes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed (7) consecutive days at any one time and not to exceed 30 days during any 12 month period. If the owner is actively building their own home then they can live in temporary facilities for a period not to exceed twelve (12) months. Not more than one (1) recreational vehicle or camper may be located or stored on any individual lot, and then only provided a permanent residence is already in place.

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3. **MINIMUM SIZE OF RESIDENCE.** Permanent dwellings shall be constructed in a professional manner meeting all requirements of the Building and Zoning Department of Hamilton County and all dwellings must have a minimum inside climatized area of Nine Hundred and Sixty (960) square feet. Mobile Homes and modular housing will be allowed, providing they meet the minimum square footage requirement, are double-wide or larger, no less than 24' wide and 40' long and are in good condition. Mobile homes must not be older than ten (10) years at the time they are placed on the Property unless approved by the Association. All mobile homes must be skirted within sixty (60) days of delivery to the Lot. All construction must be completed within a reasonable period of time. All improvements to the Lot shall be done in a neat and orderly manner.

The objective for home requirements is to be flexible enough to allow an attractive 10 year old manufactured home to be placed on a lot, if buyer so chooses, without the uncertainty of subjective approvals by the Association. At the same time it is important for homes to maintain a favorable impression for this community by their appearance. In this regard buyers can conclude the requirements for their homes are met if they comply with the following conditions (in addition to those mentioned above) when a home is immediately placed on a lot initially and through the time it remains on the lot:

- a. The tongue and wheels must be removed within 60 days of delivery to the lot.
 - b. Exterior rust or mildew, broken or missing windows, loose or missing roof material, loose or missing skirting, loose or missing exterior siding, broken or missing doors are not allowed. Homes with any of these conditions are not allowed to be placed on a lot or remain on a lot.
 - c. Simultaneously with the setup of a manufactured home, one or more neat and attractive storage facilities each at least 10' wide and at least 12' long must also be placed on the property and remain (or replaced with another) for as long as the manufactured home remains on the lot. The intention is to help avoid property clutter that tends to occur without a storage facility.
4. **NEW MATERIALS.** Only new materials may be used in the construction on site of any residence, outbuildings or other structures. Used brick and old beams may be used in the new construction.
 5. **COMMERCIAL ACTIVITIES, NOXIOUS OR OFFENSIVE ACTIVITIES.** No trade or business is allowed that would be disruptive to the tranquility of a rural residential community of 5 acre lots by larger than normal residential traffic, or activities that would be construed as offensive or noxious to such a residential area. For example, activities would not be allowed if by their appearance, sound, or odor they go beyond home occupations and hobbies and instead enter into typically business zoned high volume commercial, amusement, charitable, or manufacturing purposes. Nor shall any other noxious or offensive activity be carried out on or upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners of any other property within the boundary of Hidden Hammock Estates. In that regard, no hunting of any nature (using any type weapon or instrument for hunting) nor any target practice with firearms shall be permitted.

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6. **ANIMALS.** No swine shall be raised, bred or kept on any lot. Dogs (except pit bulldogs), cats and other pets may be kept, so long as they are within the confines of the Owner's lot, or within the Owner's dwelling place. Livestock (on a small basis, for example: no large chicken barns or commercial feeder lot operations) are allowed, except for swine, to be kept on the property as allowed under the Hamilton County code regulations. Animal pens shall be kept clean and neat in appearance. Animals, whether by action of number, shall under no circumstance create a nuisance to the neighbors in the development; in particular, animals shall not create a nuisance through noise, odor, insect infestation or any health hazard.
7. **TRASH, JUNK, GARBAGE.** It is intended that the above described land shall be used for residential purposes. In keeping with such intent, inoperable automobiles, machinery and equipment, tires, junk, trash, garbage, and other debris shall not be stored upon, located or be permitted to accumulate on any part of the above described lands.
8. **INVALIDATION.** Invalidity of any one of these covenants by and Court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.
9. **BORROW PITS/PONDS:** No defacement of property is allowed. Borrow pits are not allowed. A pond may be constructed and maintained on any lot so long as all necessary permits are obtained. If a pond is constructed, it must be maintained in such a way as not to become a nuisance.
10. **SET BACKS:** Set back line of the dwelling shall be fifty (50) feet from the Front Lot Line and twenty five (25) feet from any side or back line. All outbuildings shall be located behind the portion of the dwelling which faces the Front Lot Line and not closer than twenty five (25) feet to the side or back line.
11. **SIGNAGE:** No sign of any kind shall be displayed to the public view on the Lot except signs installed by the Developer. The sole exception is that one (1) real estate sign no larger than eighteen (18) inches by twenty-four (24) inches may be placed on the Lot during the time which the Lot is for sale.
12. **OTHER RULES:** Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Hamilton County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of any parcels covered by these Restrictions and Protective Covenants.

MISCELLANEOUS. The owner of any real property covered by these Restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the SRWMD. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD

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Section 3. Storm Water Management System

Duties of Association and Owners: The Association and ultimately the Owners of any real property located within the Association will 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 or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Amendment: Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least three fourths (3/4) of the votes in the Association may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Hamilton County, Florida. A proposed amendment may be initiated by the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be three fourths (3/4) of the votes of the Owners. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Hamilton County, Florida.

Assessments: Each owner of a lot, by acceptance of a deed or Agreement For Deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

The Association may levy a special assessment for the purpose of 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. Such special assessments shall be levied by the Board of Directors for the Association with approval of 75% of the membership of the Association or approval of 75% of the lots in the event a dissolution of the association should take place. Special assessments shall be due and payable within 90 days of the assessment being levied.

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Any assessment not paid within 90 Days of its due date shall be delinquent, and shall bear interest from the due date at 3% until paid in full, and the Association shall have the right to file a lien in the Public Records of Hamilton County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

Enforcement: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law and in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owners(s). The District may bring an action at law or in equity to enforce any provision of these Covenants and Restrictions whereby the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions.

Section 4. Duration and Termination.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns; for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

Section 5: Breach

If the parties hereto, or any of them, or their heirs, 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 any real property situated in the Property to prosecute any proceedings at law or equity against the person or persons violating any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

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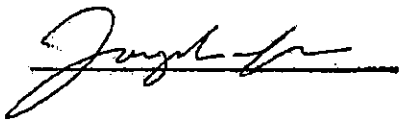
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Section 6: Joinder and Consent

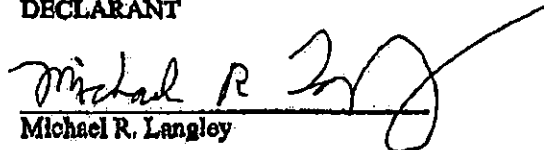
It is hereby acknowledged that upon the date of the execution of this Declaration of Covenant, Condition and Restrictions that Madison County Community Bank holds a first mortgage lien encumbering the property affected hereby. Madison County Community Bank in executing this Declaration below fully joins in and consents to the imposition of this Declaration on the property so encumbered and agrees that its mortgage, lien or other encumbrance recorded at Official Record Book _____, Page _____ of the Public Records of Hamilton County, Florida is hereby subordinated to the Covenants, Conditions and Restrictions contained herein.

25th IN WITNESS WHEREOF, the above-named Declarant has hereunto set his hand and seal this day of November, 2014.

WITNESSES



DECLARANT

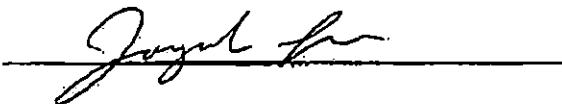

Michael R. Langley

STATE OF FLORIDA
COUNTY OF Lake

The above stated Declaration of Covenants, Conditions and Restrictions was executed and acknowledge before me a duly licensed Notary Public in and for the State of Florida by Michael R. Langley as Representative of the Declarant, Conner & Langley, LLC., who is personally known to me, on the 25th day of November, 2014,



JONGMIN LEE
MY COMMISSION # FF 123789
EXPIRES: May 15, 2018
Bonded Third Grade Notary Services



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IN WITNESS WHEREOF, the above-named Party in Joinder, Madison County Community Bank, has hereunto set its hand and seal this 17th day of November, 2014

WITNESSES

PARTY IN JOINDER

[Signature]
Janie D. Barker

[Signature]

STATE OF FLORIDA
COUNTY OF MADISON

The above stated Declaration of Covenants, Conditions and Restrictions was executed and acknowledge before me a duly licensed Notary Public in and for the State of Florida by Don Ashley AS EXECUTIVE VICE President for
MADISON County Community Bank, who is personally known to me, on the 17th day of November, 2014.



JOYCE E. BETHEA
Notary Public, State of Florida
My Comm. Expires Aug. 5, 2018
Commission No. EE 208077

[Signature]

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Exhibit A

To Declaration of Covenants, Conditions and Restrictions For Suwannee Trace

The Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 of Suwannee Trace Subdivision as recorded in Plat Book 3,
Page 66 in the Public Records of Hamilton County Florida.