

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE OAKS OF
TIMBERLAKE
LANDS KNOWN AS "THE OAKS OF TIMBERLAKE"

198801314

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OFFICIAL RECORDS OF
This Declaration of Restrictions and Protective Covenants for the OAKS OF
TIMBERLAKE", hereinafter referred to as the "PROTECTIVE COVENANTS", is made this
24th day of February, 1987, By OLD TIMBERLAKE FARM COMPANY, hereinafter
referred to as "The Company", the legal title owner of all real property subject to
these Protective Covenants, said real property being referred to as "THE OAKS OF
TIMBERLAKE", and being described with more particularity on the attached Exhibit
"A", which is by this reference incorporated herein and made a part hereof.

WHEREAS, The Company, is or will be the owner in fee simple of all
real property, described on Exhibit "A", attached hereto; and

WHEREAS, The Company shall cause or have caused to be formed THE OAKS OF
TIMBERLAKE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for
profit, hereinafter referred to as the "Association", to which there has been and
will be delegated and assigned certain powers and duties of ownership, maintenance
and repair or road right-of-ways and other area, and the enforcement of the
Covenants and Restrictions contained herein as well as collection and disbursement
of maintenance and upkeep expense.

NOW, THEREFORE, in consideration of the premises and covenants herein contained,
the Association and The Company declare that said real property shall be owned, held,
used, transferred, sold, conveyed, demise and occupied subject to the covenants,
restrictions, easements, reservations, regulations, burdens and liens hereinafter
set forth. These Protective Covenants shall constitute a covenant running with
the land and shall be binding upon the undersigned and upon all persons deraining
title through the undersigned. These restrictions, during their lifetime,
shall be for the benefit of and limitation upon all present and future owners
of the real property.

1. Each owner is hereby granted an irrevocable non-exclusive easement
of use in the road areas of such "THE OAKS OF TIMBERLAKE", which easement shall pass
and automatically run with title to each lot subject to Paragraph 5 hereinbelow.

2. Each owner is hereby granted in common with all owners of lands
formerly owned by Estate of J.H. Corbett and owners in Timberlake Estates in
Sections 22, 27 and 34, Township 2 North, Range 12 East, Hamilton County, Florida,
an irrevocable non-exclusive easement of use by himself, members of his immediate
family and current in house guests only in the area designated as "BOAT RAMP" and
on that certain portion of "TIMBERLAKE" formerly owned by the Estate of J.H. Corbett
and now owned by The Company; provided, however, that no boat motors or engines in
excess of 10 horsepower shall at any time be used on said portion of "TIMBERLAKE"
subject to the above non-exclusive easement.

3. The Company has delegated to the Association the responsibility and duty of administering and maintaining the road areas and boat ramp on the subject property, the duty of assessing and collecting the expenses for administering and maintaining such areas.

4. Each lot owner shall automatically be a member of the Association and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership including the duties to pay the Association expenses and comply with the by-laws of such non profit Association and all rules governing use of boat ramp and designated area of "TIMBERLAKE".

5. The Company or the Association may, at any time and in the sole discretion of either of them, seek to have Hamilton County, Florida, accept responsibility for maintenance of the roadways in "THE OAKS OF TIMBERLAKE". In the event Hamilton County, Florida, should accept said roadways for maintenance, The Company and the Association, or either of them, shall have the full power and authority to transfer the fee simple title said roadway to Hamilton County, in which event said roadways shall become public roads and the easements for use of road areas there referred to in Paragraph 1 hereinabove shall be unnecessary and therefore null and void. In the absence of acceptance of said roads for maintenance by Hamilton County, all provisions of this Declaration regarding road maintenance and use by owners and the Association shall remain in full force and effect.

6. The non-profit association may assess any estimated necessary expenses for maintaining, but not constructing road and ramp areas, with estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be in cash. Initial assessments shall be as determined by the Association.

7. This Declaration can be amended at any time by a seventy-five percent (75%) vote, in favor thereof by the members.

THE FOLLOWING LAND USE COVENANTS AND RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until December 31, 2000, at which time these covenants shall be automatically extended for successive periods of ten (10) years. Unless by vote of 75% of the then owners of lots, it is agreed to change said covenants in whole or in part by written instrument duly recorded in the Public Records of Hamilton County, Florida, the following stand:

A. If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning real property situated in said development or subdivision to prosecute or bring a proceeding in equity against the person or

persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

B. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

C. All buildings, wells, septic tanks and drain fields shall be constructed in accordance with the ordinances of Hamilton County, Florida, and the laws of the State of Florida and the Building Inspector and Health Director should be consulted prior to any construction.

D. The herein described lots shall not be in any manner divided or subdivided except where expressly designated in those certain lots originally sold in tenancy by entirety and only an may be permitted at such time by the ordinances and laws of Hamilton County, Florida.

E. No parcel or portion of the above-described real property shall be used except for residential purposes or gardening and landscaping thereon; and

Only one dwelling, meaning mobile home, modular home or building for residential purposes, shall be erected or placed on any 2 acre portion of the above-described real property, except for those certain expressly designated tracts originally sold in tenancy in common which shall be limited to one such dwelling per acre. This limitation shall not prohibit the erection or placing of a building for parking of a resident's personal motor vehicles or storage building for personal equipment or tools, or a barn or pet shelter in a lawful manner.

F. Those lots so designated on Agreement For Deed or Deed shall be restricted in perpetuity to frame or masonry single-family structures only and no mobile homes shall be placed thereon.

G. No mobile home or residential structure shall be placed on any lot which is less than 800 square feet of enclosed space or more than 5 years old.

H. No motor home or temporary vehicle shall be placed on any lot for more than 100 days per year. All mobile homes and motor homes shall comply with septic tanks and health regulations of Hamilton County.

I. No motor home, travel trailer, van, utility building or any structure other than a single family house shall be placed on any lot closer than 150 feet to any road.

J. No more than one (1) dock or pier shall be constructed on any lot and none shall extend into any lake more than 20 feet lakeward from the main high water mark; and further none shall exceed 200 square feet in total surface over water and none shall have a shelter over water; and all subject to prohibitions and regulations of applicable governing authorities.

K. Each and every lot owner covenants and agrees that he and every member of his immediate family and any current in house guest in his household who seek to use the boat ramp or recreation area of TIMBERLAKE for fishing or recreation shall carry identification or card or decal as shall be required by the Association or by any other association or owners on TIMBERLAKE. No use of facilities shall be made by any person without such identification.

L. Use of "LAKE FOREST" is restricted to 10 horsepower or smaller motor boats and to owners of property abutting said lake only, subject to a perpetual easement for common use of water surface of said lake for fishing and boating by all persons owning property directly abutting said lake.

M. Any disorderly or unlawful conduct by any owner or his family or guests on the boat ramp or recreation area or on LAKE FOREST or TIMBERLAKE shall be deemed a breach of these covenants and of the owner's AGREEMENT FOR DEED.

N. No noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

O. Farm animals, except swine, may be kept, housed, maintained or permitted except where such animals would create a nuisance to the other owners of lands.

P. No trash, junk, garbage, limbs, dead trees or abandoned automobiles shall be allowed to accumulate on any lot. If such debris exists, the Association shall advise the respective lot owner by certified registered letter to remove the same; and if such materials are not removed within thirty (30) days of owner's receipt of letter, the Association shall remove them and charge the lot owner for all costs thereof.

Q. There shall be no hunting at anytime on the land of THE OAKS OF TIMBERLAKE on TIMBERLAKE or on the adjoining lake waters.

R. All trash and debris shall be deposited at Hamilton County Landfill, and none shall be placed in any roads; and no burning of limbs or leaves shall be done except by official permit of Florida Division of Forestry and written approval of The Company upon reasonable notice.

S. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under, or by the virtue of any judicial proceedings, the Association, and the owners of lots in THE OAKS OF TIMBERLAKE or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation, restriction or condition contained herein however long continued shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior subsequent thereto and shall not bar or affect its enforcement. The invalidation by court of any of the restrictions herein contained shall in no way affect any of the other restrictions but they shall

remain in full force and effect.

T. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described ^{BOOK 228 PAGE 307} known as THE OAKS OF TIMBERLAKE.

OFFICIAL RECORDS

ESTABLISHMENT AND ENFORCEMENT LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collections, including a reasonable attorney's fee, are hereby declared to be a charge and continuing lien upon each lot against which assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collections thereof, including a reasonable attorney's fee, shall be the personal obligation of the person, persons or entity owning the lot assessed. Said lien shall be effective only from and after the time of the recording among the Public Records of Hamilton County, Florida, of a written and acknowledged statement by the Association setting forth the amount due as of the date the statement is signed. Upon full payment, owner shall be entitled to a recordable satisfaction of the statement of lien. Where an institutional mortgage of record obtains title to a lot as a result of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for its share of assessments pertaining to such lot or those assessments chargeable to the former owner which were due prior to the acquisition of title as a result of foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure.

All other restrictive covenants shall continue in full force and effect indefinitely unless and until invalidated by Court judgement or decree.

Ownership of all said property is subject to any existing riparian rights and Florida law as to submerged land.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for THE OAKS OF TIMBERLAKE as been signed By The Company on the first page hereof as of the day and year first above set forth.

BOOK 228 PAGE 308
OFFICIAL RECORDS

Signed, sealed and delivered in the presence of:

OLD TIMBERLAKE FARM COMPANY

WITNESS

James M. Wood
Dolores R. Hendrick
WITNESS

BY: Vicki L. Ratliff
VICKIE L. RATLIFF, PRESIDENT

ATTEST: Dolores Hendrick
DOLLORES HENDRICK, Secretary

STATE OF FLORIDA
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Vicki L. Ratliff Dolores Hendrick well known to me to be the President and Secretary respectively of OLD TIMBERLAKE FARM COMPANY, a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in County and State last aforesaid this 24th day of February A.D., 1987.

This Instrument Prepared by:
Paul Hendrick, Attorney At Law
P. O. Drawer 151
Jasper, Florida 32052

NOTARY

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

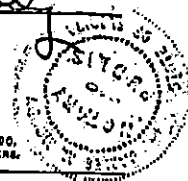


EXHIBIT A

BOOK 228 PAGE 309

A parcel of land located in Section 34, Township 2 North, Range 12 East, Hamilton County, Florida, more particularly described as follows:

From the Southwest Corner of said Section 34, Run in a Northerly direction along the West line of said Section 34 to a Concrete Marker at the point of intersection of said West section line and the North right-of-way line of County Road #146 (formerly S.R. 146) For P.O.B.; Thence run $N00^{\circ}10'40''W$ 1280.80 Feet to an Iron Nail on the North R/W line of a graded road; Thence run $S80^{\circ}09'05''E$ 1641.44 feet to an Iron Nail; Thence run along an Arc a distance of 19.21 feet, said Arc having a bearing of $S11^{\circ}00'23''E$ and a Chord distance of 19.18 feet to an Iron Pin; Thence run along a Curve having an Arc distance of 120.37 feet, said Arc having a bearing of $S68^{\circ}58'00''E$ and a Chord distance of 113.23 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 47.36 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 782.70 feet to an Iron Pin; Thence run along a Curve an Arc distance of 75.17 feet, said Arc having a bearing of $S24^{\circ}11'44''E$, said Arc having a Chord distance of 74.61 feet to an Iron Pin; Thence run along a Curve an Arc distance of 40.81 feet, said Arc having a bearing of $S13^{\circ}08'12''E$, and a Chord distance of 40.72 feet, to an Iron Pin; Thence run $S37^{\circ}30'36''E$ 143.32 feet to an Iron Pin; Thence run $S02^{\circ}22'23''E$ 6.89 feet to an Iron Pin; Thence run along a Curve having an Arc distance of 72.00 feet, said Arc having a bearing of $S34^{\circ}57'32''E$ and a Chord distance of 70.87 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 100.00 feet to an Iron Pin; Thence run $N80^{\circ}09'05''W$ 1875.16 feet to P.O.B.

AND ALSO:

A parcel of land located in Section 34, Township 2 North, Range 12 East, Hamilton County, Florida, more particularly described as follows:

From the Southwest Corner of said Section 34, run in a Northerly direction along the West line of said Section 34 to a Concrete Marker at the point of intersection of said West section line and the North right-of-way line of County Road #146 (formerly S.R. 146); Thence run $S00^{\circ}09'05''E$ 1936.09 feet along the North right-of-way line of C.R. 146 to Point of Beginning; Thence run $N00^{\circ}10'40''W$ 110.61 feet to an Iron Pin on the East R/W line of a graded road; Thence run along a Curve an Arc distance of 113.98 feet, said Arc having a bearing of $N37^{\circ}19'36''W$ and a Chord distance of 113.94 feet to an Iron Pin; Thence run $N37^{\circ}30'36''W$ 103.79 feet to an Iron Pin; Thence run $N37^{\circ}30'36''W$ 79.52 feet to an Iron Pin; Thence run along a Curve an Arc distance of 76.89 feet, said Arc having a bearing of $N37^{\circ}19'56''W$ and a Chord distance of 75.54 feet to an Iron Pin; Thence run $N00^{\circ}10'40''W$ 830.06 feet to an Iron Pin; Thence run along a Curve an Arc distance of 171.21 feet, said Arc having a bearing of $N61^{\circ}18'37''W$ and a Chord distance of 163.16 feet to an Iron Pin; Thence run along a Curve an Arc distance of 52.12 feet, said Arc having a bearing of $N10^{\circ}39'47''W$ and a Chord distance of 51.89 feet to an Iron Pin; Thence run $N80^{\circ}09'05''W$ 387.88 feet to an Iron Pin; Thence run $N00^{\circ}10'40''W$ 402.14 feet to an Iron Pin; Thence run $S80^{\circ}09'05''E$ 220.00 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 101.66 feet to an Iron Pin; Thence run $S80^{\circ}09'05''E$ 224.85 feet to an Iron Pin; Thence run along a Curve an Arc distance of 200.23 feet, said Arc having a bearing of $S18^{\circ}55'05''E$ and a Chord distance of 150.52 feet to an Iron Pin; Thence run along a Curve an Arc distance of 377.32 feet, said Arc having a bearing of $S47^{\circ}25'18''E$ and a Chord distance of 366.65 feet to an Iron Pin; Thence run along a Curve an Arc distance of 108.48 feet, said Arc having a bearing of $S13^{\circ}38'01''E$ and a Chord distance of 108.22 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 267.98 feet to an Iron Pin; Thence run $N89^{\circ}49'20''E$ 93.52 feet to an Iron Pin; Thence run $S00^{\circ}10'40''E$ 1009.27 feet to an Iron Pin; Thence run $N00^{\circ}09'05''W$ 252.30 feet to Point of Beginning.

EXHIBIT "A"
CONTINUED
PAGE TWO

AND ALSO:

A TRACT OF LAND IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 12 EAST, HAMILTON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT A RAILROAD SPIKE AT THE POINT OF INTERSECTION OF C.R. 141 (S.R. 141) AND C.R. 152 (S.R. 152) AND RUN THENCE ALONG THE CENTERLINE OF C.R. 141 529.26 FEET; THENCE RUN 50.00 FEET TO A P.R.M. ON THE WEST RIGHT OF WAY LINE OF C.R. 141; THENCE RUN ALONG THE WEST RIGHT OF WAY LINE OF C.R. 141 IN A SOUTHEASTLY DIRECTION 437.91 FEET TO AN IRON BAR; THENCE RUN FROM SAID POINT OF BEGINNING ALONG SAID WEST RIGHT OF WAY OF C.R. 141 AN ARC DISTANCE OF 210.00 FEET TO AN IRON BAR; THENCE RUN 501.20'59"W 56.61 FEET ALONG SAID WEST RIGHT OF WAY TO AN IRON BAR; THENCE RUN 800'28'40"W 756.35 FEET ALONG SAID WEST RIGHT OF WAY TO AN IRON BAR; THENCE RUN 885'14'00"W 436.82 FEET TO AN IRON BAR FOR THE POINT OF BEGINNING; THENCE RUN 859'32'50"W 195.56 FEET TO A POINT; THENCE RUN 58'01'59"W 38.06 FEET; THENCE RUN 102'16'58"W 74.83 FEET; THENCE RUN 17'44'53"W 92.26 FEET; THENCE RUN 113'15'46"E 51.23 FEET; THENCE RUN 104'30'16"W 28.67 FEET; THENCE RUN 111'22'49"E 27.98 FEET; THENCE RUN 103'52'28"E 70.27 FEET; THENCE RUN 152'44'17"W 28.13 FEET; THENCE RUN 107'18'50"W 18.11 FEET; THENCE RUN 120'13'58"W 49.96 FEET; THENCE RUN 107'48'37"W 69.33 FEET; THENCE RUN 165'53'32"E 22.33 FEET; THENCE RUN 164'26'56"E 36.63 FEET; THENCE RUN 121'44'34"W 36.58 FEET; THENCE RUN 114'08'21"E 79.85 FEET; THENCE RUN 114'08'21"E 36.30 FEET TO AN IRON BAR; THENCE RUN SOUTHWESTERLY ALONG A CURVE HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 70.68 FEET AND A CHORD LENGTH OF 68.88 FEET, SAID CHORD HAVING A BEARING OF S45°00'00"W, TO AN IRON BAR; THENCE RUN S44°31'20"W 19.84 FEET TO AN IRON BAR; THENCE RUN AN ARC DISTANCE OF 81.60 FEET ALONG A CURVE HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S45°00'00"W AND A CHORD LENGTH OF 79.60 FEET TO AN IRON BAR; THENCE RUN S89°31'16"W A DISTANCE OF 55.92 FEET TO THE EAST RIGHT OF WAY LINE OF A GRADED ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE AN ARC DISTANCE OF 60.90 FEET ALONG A CURVE HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING OF S30°46'27"E AND A CHORD LENGTH OF 59.75 FEET TO AN IRON BAR; THENCE RUN AN ARC DISTANCE OF 64.10 FEET ALONG A CURVE HAVING A RADIUS OF 210.00 FEET AND A CHORD BEARING OF S17°29'20"W AND A CHORD LENGTH OF 63.85 FEET, TO AN IRON BAR; THENCE RUN AN ARC DISTANCE OF 279.64 FEET ALONG A CURVE HAVING A RADIUS OF 210.00 FEET AND A CHORD BEARING OF S76°17'51"W AND A CHORD LENGTH OF 259.44 FEET, TO AN IRON BAR; THENCE RUN S34°30'15"E 427.90 FEET TO A POINT ON THE WEST EDGE OF LAKE FOREST (A/K/A "PERCH POND"); THENCE RUN S65°46'06"E 346.90 FEET MORE OR LESS TO A POINT IN SAID LAKE FOREST; THENCE RUN N00°28'40"W 328.43 FEET TO POINT OF BEGINNING.

EXHIBIT "A"
CONTINUED
PAGE THREE

AND ALSO:

AS A POINT OF REFERENCE ONLY COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 12 EAST, AND FROM SAID POINT OF REFERENCE RUN THENCE NORTH 89 DEGREES 44 MINUTES 16 SECONDS EAST 1327.86 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 19 SECONDS EAST 543.63 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 747.32 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 47 SECONDS EAST 230.62 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 18 DEGREES 00 MINUTES 09 SECONDS EAST 1077.31 FEET TO A POINT IN TIMBERLAKE; SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OR PARCEL DESCRIBED HEREIN. FROM SAID POINT OF BEGINNING RUN THENCE NAR 04° 01' 11.59.53 FEET TO A POINT AT THE EDGE OF TIMBERLAKE; THENCE RUN N41° 15' 43" E 397.60 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE IN A SOUTH-EASTERLY DIRECTION 1423.35 TO AN IRON PIN; THENCE RUN S66° 58' 10" W 425.60 FEET TO A POINT AT THE EDGE OF TIMBERLAKE; THENCE RUN N77° 19' 25" W 1179.85 TO P.O.B.

FILE NO. 1314
RECORDED IN
BOOK 228 PAGE 303-311
1988 JUN 24 AM 9 10
RECORD VERIFIED
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA