

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

2129

This Declaration of Restrictions and Protective Covenants ^{BOOK 233 PAGE 280} "TIMBERLAKE LANDING SUBDIVISION", recorded in Plat Book 2, page 81-82, of the Public Records of Hamilton County, Florida, is ^{RECORDS} this 1st day of April, 1988, by TIMBERLAKE LANDING INCORPORATED, 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 "TIMBERLAKE LANDING SUBDIVISION", 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 "TIMBERLAKE LANDING PROPERTY OWNERS ASSOCIATION, INC.", a Florida Corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair of road rights-of-way and other areas, and the enforcement of the Covenants and Restrictions contained herein as well as collection and disbursement of maintenance and upkeep 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, devised 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 real property.

1. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas on such TIMBERLAKE LANDING, 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 land formerly owned by the Estate of J. H. Corbett and owners of Timberlake Estates in Sections 22, 27 & 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 and Hamilton Timber Management, Inc.; provided, however, that no boat motors or engines in excess of 10 horsepower shall at anytime 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 ramps on the subject property, the duty of assessing and collecting the expense 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 membership and be responsible for the duties of such membership including the duties to pay the Association expense and comply with the by-laws of such non-profit Association and all rules governing use of the boat ramps 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 TIMBERLAKE LANDING. In the event Hamilton County, Florida, should accept said roadways for maintenance, The Company and the Association, or either of them, shall have full power and authority to transfer the fee simple title to said roadway to Hamilton County, Florida, 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 the lot. All assessments shall be at cost. Initial assessments shall be 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 due for said violation.

B. Invalidity of any one of these covenants by judgement 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.

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

Only one dwelling, meaning mobile home, modular home or building for residential purposes, shall be erected or placed on any of the above described real property. This limitation shall not prohibit the erection or placing of a building for parking of a resident's personal motor vehicles or a 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 five (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 have a shelter over water; all subject to prohibitions and regulations of applicable governing authorities, which should be consulted before any construction.

K. Each and every lot owner covenants and agrees that he and every member of his immediate family and current in house guests in his household who seeks to use the boat ramps or recreation areas 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 abutting said lake.

M. Any disorderly or unlawful conduct by any owner or his family or guests on the boat ramps 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 or may become an annoyance or nuisance to the owners of said property.

O. Farm animals, except swine, may be kept, house, raised or permitted except where such animals would create a nuisance to the other owners of land.

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 owners'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 TIMBERLAKE LANDING or TIMBERLAKE or on the adjoining lake waters.

R. All trash and trash 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 virtue of any judicial proceedings, the Association, and the owners of lots in TIMBERLAKE LANDING 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 or 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 of all lands known as TIMBERLAKE LANDING.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collection, including a reasonable attorney's fee, are hereby declared to be a charge and continuing lien upon each lot against which such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including a reasonable 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 recordation 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 mortgagee of record obtains title to a lot as a result

of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for its share of assessments pertaining to such lot or those assessments chargeable to the former owner which were due prior to acquisition of title as a result of foreclosure or deed in lieu of thereof; such share is secured by a claim of lien for assessments recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure. *PROX 293 MAR 29 1988 OFFICIAL RECORDS*

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 TIMBERLAKE LANDING has been signed by The Company on the first page hereof as of the day and year ~~1988~~ 1988 ^{1st} above set forth.

OFFICIAL RECORDS

Signed, sealed and delivered in the presence of:

TIMBERLAKE LANDING, INC.

By: James M. Moody
JAMES M. MOODY, President

Attest: Dolores Hendrick
DOLORES 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 JAMES M. MOODY and DOLORES HENDRICK, well known to me to be the President and Secretary respectively of TIMBERLAKE LANDING, INC., a corporation, but that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in County and State last aforesaid the 1st day of April, A. D., 1988.

Vickie L. Keith
Notary Public

My Commission Expires

Notary Public, State of Florida
My Commission Expires May 15, 1989

NY 1181702

OFFICIAL RECORDS

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FILE NO. 2429
RECORDED IN
BOOK 273 PAGE 280-286

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RECORD YEAR: *January 1964*
Chas. J. ...
 CLERK OF DISTRICT COURT
 HAMILTON, FLORIDA