

THIS INSTRUMENT PREPARED BY:
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DC, IV. Greg Godwin, Hamilton County Page 1 of 7 B: 682 P: 284

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR TIMBERLINE ESTATES SUBDIVISION

WHEREAS, Southeast Land Group, Inc. (herein "Developer"), is the owner of Timberline Estates Subdivision, a subdivision according to the plat thereof recorded in Plat Book 3, Pages 56-57, of the public records of Hamilton County, Florida and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constitution such subdivision, hereby declare that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

- A. "Developer" means Southeast Land Group, Inc. and its heirs and assigns.
- B. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common area.
- C. "Owner" shall mean the owner of record, other than Developer, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.

"Subdivision" shall mean the subdivided real property hereinabove described.

- D. "Properties" shall mean the land contained in the above entitled Subdivision and any additional parcels of land which may, from time to time, be subject to the provision of this Declaration by a Supplemental Declaration recorded in the public records of Hamilton County, Florida, or a substantially similar Declaration recorded in said public records.**
- E. "Dwelling" or "Residence" shall mean an individual single family home.**

ARTICLE II
USE RESTRICTIONS

1. RESIDENTIAL USE:

- a. The subject lots shall be used solely for single family residential dwellings. No more than one (1) residential dwelling shall be permitted on any lot. Residential buildings may consist of manufactured homes, modular homes or site built homes. All residential dwellings must contain a minimum of 840 square feet of enclosed space exclusive of porches, garages and carports. All mobile homes or manufactured homes must be completely under-skirted. No mobile home older than 12-years from date of manufacture, per certificate, shall be initially placed on any lot.**
- b. Outbuildings such as barns, shelters, workshops, etc. are permitted provided they are for owner's personal use.**
- c. Recreational vehicles such as motor homes, RV's and campers may be allowed on any lot for up to 150 days per year, but may not be used for a permanent residence.**

2. WETLAND PROTECTION:

- a: The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways that exist on said property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereinafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019) (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION. 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, including but not limited to:**
- i. Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION);**
 - ii. Dumping or placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019 (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION);**
 - iii. Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as**

- iv. defined in 373.019 (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATE SUBDIVISION);
- v. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019 (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION);
- vi. Activities detrimental to drainage, flood control, water conversation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019 (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION);
- vii. Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019 (22), Florida Statutes (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for TIMBERLINE ESTATES SUBDIVISION).
 - b. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action in any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fees and costs.

3. NUISANCES:

- a: No noxious, offensive, or hazardous activities shall be maintained upon the Properties, nor shall anything be allowed hereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.
- b. Farm animals such as cattle, horses, poultry, goats, etc. are allowed provided they do not constitute a nuisance to other lot owners such as odor, fly control, noise pollution, etc. and provided they are for personal use only and not raised for commercial purposes.

4. EFFECT ON DEVELOPER: Unless specific exceptions provide otherwise, the provisions of the Article III shall apply to the Developer, his transferees, employees, contractors and subcontractors in developing the Properties.

ARTICLE III

GENERAL PROVISIONS

5. DURATIONS The Covenants and Restrictions of this Declaration Shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this Declaration, and their legal representatives, heirs, successors and assigns for a term of 30-years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10-years each unless

otherwise agreed in writing by the then Owners of at least two-thirds of the Lots, which agreement shall be recorded among the public records of Hamilton County, Florida.

6. **NOTICE:** Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known address, if not the Lot, of the person whom appears on the Developer's records as Owner at the time of such mailing.
7. **SEVERABILITY:** Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.
8. **SUBORDINATION:** No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for values as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.
9. **ENFORCEMENT:** The Suwannee River Water Management District shall have the right to enforce, by 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 any and all other 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 or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or Owner(s). Should the District bring action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that 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, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include

attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in public records of Hamilton County, Florida, or any such attorneys' fees and costs awarded to the District by any court or administrative body.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of this 6th day of August 2009.

Signed, sealed and delivered in the presence of:

Southeast Land Group, Inc.

Joan Keene
(First Witness)
Joan Keene

Printed Name

David R. Bateman
(Second Witness)
David R. Bateman
(Printed Name)

Ronald H. Ratliff
Ronald H. Ratliff, President

STATE OF FLORIDA
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 6th day of August, 2009, by Ronald H. Ratliff, who is personally known to me and who did take an oath.

My Commission Expires:

Joan Keene
Notary Public

