

8839

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

WEST LAKE FARMS & HAMILTON FARMS

0688

Prepared by
Jim Jean
Harrison, FL

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into this 24 day of April, 1988, by Scymour Chotiner and Daniel Crapps, as Trustees, hereinafter referred to as the "Developer".

OFFICIAL RECORDS
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WITNESSETH:

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

Parcels A & B in West Lake Farms and Lots 1-49 inclusive in each of the following 2 subdivisions: West Lake Farms and Hamilton Farms of the Public Records of Hamilton County, Florida, as recorded in Plat Book 2, Pages 71-74.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares 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 deriving title through the undersigned. These Restrictions and Protective Covenants, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of the above described real property. The provisions of the Protective Covenants are in addition to and not in lieu of any present, or future State, County, or other governmental policies or ordinances affecting land use and other matters. The owners agree and covenant to abide by all such ordinances and policies.

ARTICLE I
DEFINITIONS

As used in this Declaration, the following terms have the meanings indicated below:

1. "Association" means WEST LAKE PROPERTY OWNERS' ASSOCIATION, INC. and its successors and assigns.
2. "Owner" means the owner (including contract purchasers), whether one or more persons or entities, of any lot which is part of the properties, but excluding those who have an interest merely as security for the performance of an obligation. The provisions of this Declaration, including assessments, apply to each lot and lot owner without regard to whether a dwelling unit is located on the lot.
3. "Properties" means the real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.
4. "Common Areas" mean all real properties owned by the Association for the common use and enjoyment of the owners.
5. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the properties.
6. "Members" means those owners who are members of the Association as provided in Article IV.
7. "Developer" includes the developer's heirs, successors and assigns.

ARTICLE II
RESTRICTIVE COVENANTS

(SEE Pages 2&3 RESTRICTIONS)

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Section 1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than Four hundred twenty (420) Square Feet. These protective covenants do not prohibit mobile homes or modular homes, provided: they are less than 20 years ^{800R225} age when initially placed in the subdivision and have a width of 12' or

more and length of 35' or more excluding the tongue length. Mobile homes must be in

good condition, specifically the roof and sides must be intact with no holes posed rust or damage, or broken glass or plastic in windows and doors.

Any mobile home must be under-skirted and set up and maintained in a neat and orderly fashion. Skirting material is to be attractive and complement the siding and conceal the tongue, if not removed, and any exposed areas between the base of the mobile home and the surface of the ground. Concrete blocks are not allowed for skirting. Skirting is to be completed within 180 days of arrival of mobile home on the lot. All materials used in construction shall be of new material and all construction must be completed within a reasonable period of time. All improvements to the property shall be done in a neat and orderly manner. Prior to the construction of or set up of any dwelling the owner must receive written authorization of compliance from the Developer or his agent. The Developer must respond within thirty(30) days of this written request, either accepting or rejecting same, or approval by the Developer shall not be necessary.

Section 2. Trash, junk, garbage and abandoned automobiles may be removed by Association or the Developer from any lot at the sole expense of the owner of said lot, if such is not removed by the owner within thirty(30) days of receipt of written notice from the Developer or Association.

Section 3. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently (not to exceed one hundred & eighty(180) days in any calendar year). However, an owner with a permanent dwelling on his lot will not be prohibited by these Protective Covenants from maintaining or parking a travel trailer or motor home on his land. In the event a building permit has been issued to an owner by the Hamilton County Building Department for construction of a home on the owner's lot in this subdivision, the owner commences construction and continues with the construction on at least a monthly basis, the owner will not be prohibited by these restrictions from camping beyond the 180 day limit, not to exceed one (1) year from the issuance of the building permit. After the one (1) year period, camping is not to exceed 180 days in any calendar year.

Section 4. No trade or business, nor any 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 other owners of the subject property.

Section 5. These Protective Covenants will not prohibit the land owner from fencing his land along his boundary lines and grazing cows, horses, goats, etc., providing however, that said animals do not create a nuisance to the neighboring property owners. Pigs, chicken barns, or animal pens shall not be allowed within one hundred fifty(150) feet of any existing roads, or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by action or number, shall under no circumstances 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.

Section 6. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision.

Section 7. No more than 2 dwelling(s) per lot are allowed.

Section 8. Over night camping is prohibited in Parcel A West Lake Farms and within Parcel B of West Lake Farms, camping is prohibited within 400' of the Northern, Eastern, and Western Boundaries of Parcel B.

Section 9. All hunting, discharge of firearms, and use of bows and arrows are prohibited in Parcels A & B.

Section 10. Nothing in these restrictions shall be construed as to prevent commercial use of lots fronting on County Road No. 6 or County Road No. 141.

Section 11. In the event of a violation or breach of any item within this Declaration of Restrictions by any person or concerned party claiming through or under the Developer, or by virtue of any judicial proceedings, the Developer and the Association and the owner of any lot located on the herein above-described real property, 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 or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Rights of Enjoyment. Every owner will have a right to ingress and egress over the common Areas, which rights are appurtenant to and will pass with the title to every lot and which rights are subject to the following provisions:

- (a) The Association can 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, can establish penalties for the infraction of these rules and regulations.
- (b) The Developer and/or the Association reserves an assignable right to use the easements shown on the recorded plats for the purpose of drainage and public utilities. The Association, or its assigns, reserves the right to enter upon the lands covered by these Restrictions, without cost or liability to the owner, to construct in the easements, shown on the recorded plats, channels and/or other drainage accessories in accordance with sound engineering practices, to enhance the drainage of the lands covered herein. The Developer or the Association can dedicate, transfer or grant easements to any part of the Common Areas to any public agency, authority or utility for the purpose intended including, but not limited to ingress, egress, public utilities and drainage.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the members of his immediate family, (the spouse, children, or parents who reside with owner) without charge, other than the annual assessment. Guidelines for further use by others is to be established by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot that is subject to assessment will be a member of the Association. Membership is appurtenant to and may not be separated from ownership of the lot which is subject to assessment.

Section 2. Members will be all owners, including the Developer, and will 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 only one vote can be cast with respect to any lot.

Section 3. Due to combining or dividing of certain Lots by the Developer, the following changes in membership, assessments, and restrictions will apply to Lots 3, 4, 18, 19, 20, 30, 31, 32, 33, 34, 39, 40 of West Lake Farms Subdivision, anything to the contrary notwithstanding:

- a) Lot 19 has been split and added to Lots 18 and 20. Therefore Lot 19 has no membership, vote or assessment in the Association. Lots 18 and 20 each carry one vote, one membership, and one assessment.
- b) Lots 30, 31, and 32 have been combined to form one lot which cannot be sold in smaller subdivided parcels. Therefore these 3 combined lots together carry one membership, one vote, and one assessment.

c) Lots 33 and 34 have been combined to form one lot which cannot be sold in smaller subdivided parcels. Therefore these 2 combined lots together carry one membership, one vote, and one assessment.

d) Lots 39 and 40 have each been split into 2 lots, therefore each of the 4 remaining lots (39 South, 39 North, 40 South, 40 North) can have no more than one dwelling per lot and each carries one membership, one vote and one assessment.

e) Lots 3 & 4 have been combined to form one lot which cannot be sold in smaller subdivided parcels. Therefore these 2 combined lots together carry one membership, one vote, and one assessment.

Section 4. The business of the Association will be managed by the Board of Directors of the Association who may employ agents to assist them in this function. The Association will indemnify the Directors and their agents from any personal liability, including attorney fees, which arises as a result of their good faith actions in the conduct of the Association's business and activities.

Section 5. Annual meetings of the Association members can be called at the discretion of the Board of Directors or at the request of owners entitled to cast fifteen percent (15%) of the total Association votes. Special meetings of the Association members can be called by the Board of Directors.

Section 6. Notice of any meeting called under Section 5 above will be sent to all members not less than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast one-third (33 1/3%) of all the votes of membership will constitute a quorum.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner for each lot owned within the properties, hereby covenants and agrees to pay the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, to be established and collected as provided in this Declaration. The annual and special assessments, together with interest, costs and reasonable attorney's fees, will be charges on the land and will be a continuing lien on the property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney fees, will also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the owners of the properties and for the improvements and maintenance of county roads, (only in the event the county does not maintain the roads to the satisfaction of the association), drainage areas of easements, and Common Areas situated on the proportion; including but not limited to:

- (a) Payment of operating expenses of the Association, including payment of insurance premiums on insurance acquired by the Association.
- (b) Lighting, improvement and beautification of access ways and easement areas.
- (c) Management, maintenance, improvement and beautification of any parks, lakes, ponds, buffer strips, recreation areas and facilities.
- (d) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the owners or occupants of lands included in the development.
- (e) Repayment of funds, and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. The Annual Assessment will be set at the discretion of the Board of Directors of the Association, but can not exceed the Maximum Annual Assessment for that year which is determined as follows:

- (a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment will be thirty-five dollars (\$35.00) per lot.

(b) After January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment can be increased each year by no more than (10%).

(c) After January 1 of the year immediately following the conveyance of the first lot to an owner, the Maximum Annual Assessment may be increased beyond the amount determined in (b) above by a vote of three-fourths (3/4) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association can levy in any assessment year, a special assessment applicable to that year only for the purpose of repairing, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or County roads, and only if the Special Assessment is approved by three-fourths (3/4) of all votes duly cast 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 for the purpose of taking any action authorized under paragraph (c) of Section 3 and under Section 4 above will be sent to all members not less than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast one-third (33 1/3%) of all the votes of membership will constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments will be fixed at a uniform rate for all lots and can be made payable on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments will commence at such time as determined at the discretion of the Board of Directors of the Association. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will 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 will be sent to each owner. The due dates will be established by the Board of Directors. The Association will, 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. Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the maximum rate then permitted under Florida Law. The Association can bring an action at law against the property. No owner can waive or otherwise escape liability for the assessments by non-use of the Common Areas or roads nor by abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein is subordinate to the lien of any first mortgage. Sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, will extinguish the lien of the assessment as to payments which became due prior to such sale or transfer. No sale or transfer will relieve liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and will be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hamilton County, Florida and is described on page 1 of this Declaration.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration in the sole discretion of the Developer, by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants will interlock all rights of members to the Association to the end that all rights resulting to members of the Association will be uniform as between all covered lands and properties. Such additional land may include both additional property owned by the Developer, and property owned by others, if the Developer's written consent thereto is recorded in the Public Records.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition will revoke or diminish the rights of the owners of the properties to the utilization of the common areas, except to grant to the owners of the properties being added the right to use the common areas. The total of additional lands can not exceed 50 lots with the additional owners who would be members of the Association.

ARTICLE VII
AMENDMENT BY DEVELOPER

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.

ARTICLE VIII
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer and the Association, may impose any additional covenants or restrictions on the properties nor on any properties added pursuant to Article VI hereof.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner has the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or later imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained will not constitute a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration will run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the public records, after which time they will 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 signed by not less than seventy-five percent (75%) of the owners. To be effective, any such amendment must be recorded in the public records of Hamilton County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 5th day of April, 1988.

Signed, sealed and delivered
in our presence as witnesses:

Tracie P. Pashman
[Signature]

[Signature]
Seymour Chotiner, as Trustee
[Signature]
Daniel Crapps, as Trustee

STATE OF FLORIDA, COUNTY OF

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgements in the State and County last aforesaid, personally appeared Seymour Chotiner and Daniel Crapps, well known to me to be the persons who executed the foregoing instrument and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and seal this 5th day of April, 1988.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 7, 1990
BONDED THIS 14th DAY OF JAN. 1988.

Tracie P. Pashman
Notary Public, State of Florida at Large.
My Commission Expires: