

DECLARATION OF RESTRICTIVE COVENANTS

FORDHOOK PLANTATION

STATE OF FLORIDA
COUNTY OF GADSDEN

KNOW ALL MEN BY THESE PRESENTS, that Edward L. Waddin and Billy D. Hatcher, of Leon County, Florida do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereinafter acquiring any interest in the property described in Exhibit "A" attached hereto, shall be subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:
 - a. "Association" shall mean and refer to the Fordhook Plantation Property Owners Association, Inc.
 - b. "Board" shall mean and refer to the Board of Directors of Fordhook Plantation Owners Association Inc.
 - c. "Common Properties" shall be any property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the properties.
 - d. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any property situated upon the properties but no withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
 - e. "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration.

2. Enforcement of these covenants and restrictions shall be by the Association or any owner by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien related by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action brought by the Association or any owner in which said action is successfully completed, the party against whom said action is brought hereby covenants and agrees to reimburse said party such reasonable costs incurred in said legal action, including but not being limited to reasonable attorney's fees.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality workmanship and materials, harmony of external design with existing structures and location with respect to finished grade elevation. The Architectural Control Committee is composed of Edward L. Waddin and Billy D. Hatcher. By unanimous consent, the Committee may designate a representative to act for it. In the death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the acreage shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to withdraw from the committee or restore to it any of its powers and duties.

4. Only one single family home, mobile home or duplex may be erected or placed on less than a two acre tract. All structures must have architectural approval in writing as to location, size and appearance.

5. No home shall be located on any parcel nearer than one hundred (100) feet to the front lot line

6. No mobile home shall be placed on any lot unless the mobile home is a manufactured unit with complete sanitary facilities and complies with all county and state regulations relating to mobile homes. All mobile homes shall have underkirting of reasonable quality and appearance installed around the undercarriage of the mobile home. No "homemade" or other similar quality mobile home or trailer may be placed on said lots.
7. Household pets and farm animals may be kept on the property subject to the following conditions:
 - a. The commercial breeding of dogs and cats is prohibited, and
 - b. Dog and cat kennels are prohibited.
 - c. 1 swine per 5 acres of property shall be allowed in all tracts 10 acres in size or larger.
 - d. The occasional sale of farm animals is authorized.
 - e. Feed lots are prohibited.
 - f. Any of the above authorized uses, should they become a nuisance or become unsightly or obnoxious, shall be disallowed.
 8. All animals shall be kept behind fences.
8. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residences of the subdivision or to the general public.
9. The purchaser of each lot shall keep the lot mowed regularly and cleared of any unsightly objects, and where lots border on or contain ditches, ponds or drainage canals, the Buyer shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the lots shall be property tended to by the respective lot purchaser, and the natural flow of water shall not be blocked.
10. The seller reserves unto itself and its successors thirty (30) feet of said lot(s) to the center of a roadway described on the unrecorded plat of Fordhook Plantation.
11. No junk cars, trash or rubble piles or any offensive eyesore shall be permitted on said property.
12. The real property shall be used for residential purposes only. Except for agricultural purposes which may be commercial.
13. The provisions of paragraph 22 that pertain to the periods of time that a lot might be owned by a bona fide lender who has acquired title by reason of a foreclosure of a reconveyance in lieu of foreclosure shall in all circumstances be unchangeable except by mutual written consent of both said lender and the developer. Otherwise and so long as the Owner owns at least 51% of the acreage in this subdivision (other than those parcels which might be designated for utilities) unless specifically prohibited by those other provisions contained herein, the Owners at their sole discretion shall have the right to amend these restrictions in whole or in part by executing a written instrument making said changes and have the same duly recorded by the Clerk of Court of Gadsden County, Florida. As to these provisions and restrictions, after the Owners or their successors and assigns, own less than 51% of the acreage in the subdivision (other than those designated as utilities) may change these covenants in whole or in part by a likewise executing a written instrument to that effect and recording said instrument or instruments with the Clerk of Court, of Gadsden County, Florida.

14. These are not only covenants, conditions and statements that are to run with the land, but, except as they may or might be amended in accordance with paragraph 16, they shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of a majority of lots, it is agreed to change said covenants in whole or part, or to terminate them.

15. The maintenance of roads, bridges, dams, and streets within the development will be supervised and/or performed by the Association and the cost thereof will be billed monthly by the Association to the owners and will be due monthly.

16. It is the intention of the Owners sometime in the future, but not later than the time when the Owners own less than 51% of the acreage in the subdivision (excluding the lots which may be designated as being owned by the Association or designated for utilities) to form the non-profit corporation or unincorporated association referred to herein. Until such time as the Owners form such corporation or association, however, the Owners shall retain the exclusive right to own, control, manage and operate all of the land and facilities of the association. Until such time as said non-profit corporation or unincorporated association is formed, however, the judgment of the Owners shall be the judgment and decision of the Association. In the event and at such time as the Developer shall establish said non-profit corporation or unincorporated association, the Owners shall transfer and assign unto such corporation or association the following:

(1) All of its right, title and interest in the properties and facilities theretofore constructed on said properties.

(2) All monies on hand at said time in the fund established by the assessments hereinafter provided.

(3) With the specific exception of the Owner's right to amend these Restrictions so long as it owns at least 51% of the acreage in this subdivision (other than those designated as being owned by the "Property Owners Association" and those designated for utilities, if any), all rights, privileges, duties, responsibilities, powers, and authorities heretofore reserved unto it under the terms of these Restrictions, including but not limited to its rights of enforcement of these Restrictions, the collection of the assessments and/or dues hereinafter provided and the foreclosure of any liens reserved to enforce collection of said assessment and/or dues, after which event, with the just related exception, said non-profit corporation or unincorporated association, shall have all of the rights, privileges, duties, responsibilities, powers and authorities herein granted and reserved unto the Developer.

17. Except as hereinafter provided, all members of the Association must pay monthly assessments and/or dues in such amounts as may from time to time be established by the Owners (and subsequently by the Association). The initial amount of assessment to be paid by the Owner of each parcel in this subdivision shall be \$6.00 for each month payable monthly. Assessments and/or dues shall thereafter be due and payable on or before the first day of each month. All such assessments and/or dues shall be used to create a fund for the construction, operation and maintenance of any recreational facilities created by the Owners (and subsequently by the Association), for the enforcement of these Restrictions, the maintenance and repair of all roads, drainage and lighting in the subdivision, the payment of any taxes, assessments and liens on any property owned by the Owners (and subsequently

by the Association), the administration of any other responsibilities of the Owners (and subsequently of the Association) provided for in these restrictions for the benefit of the subdivision as a whole but for which funds have not been otherwise provided, and to otherwise promote the betterment, beautification and security of the subdivision as the Owners (and subsequently the Association) may from time to time determine. All matters relating to the assessment, collection, expenditure and administration of the funds shall be determined by the Owners (and subsequently by the Association). The amount of the assessment to be set by the Owners may also include the cost of asking and collecting of said assessments. Delinquent assessments shall bear interest from the date due at the maximum rate permitted by the laws of the State of Florida and if collected through any court, such court costs and reasonable attorney's fees as set by the Court shall be added to said assessment. Unless approved by the Owners of at least 51% of the acreage in the subdivision (other than those lots designated as being owned by the Association and designated as utilities, if any) the Owners (and subsequently the Association) may not raise the above mentioned assessments by more than five (.05) percent in any one calendar year. Except as hereinafter provided, no assessments or dues shall accrue against acreage while it is owned by a bona fide lander which as theretofore loaned money to an owner of a lot for the purchase of such property and/or the construction of improvements thereon and which lender has acquired title to said lot by a foreclosure of its lien or a reconveyance to said lender in lieu of foreclosure. If, however, said lender rents or otherwise allows said property to be utilized by anyone, for a fee or otherwise, the aforesaid assessments and/or dues shall accrue against said lender and the lien for said assessment and/or dues shall accrue against the land as hereinafter provided for the periods of time said property is rented or otherwise utilized.

10. In the event damage occurs to the driveway or drainage facilities along the road on a lot, which damage is occasioned by the negligent act or failure to act by the owner thereof, and the owner, after request by the Owners (and subsequently by the Association), fails to repair said damage, then the Owners (and subsequently the Association) shall have the right, but not the obligation, to repair such damages and to assess that owner of the lot for all costs and expenses incurred in connection therewith. The amount so assessed shall be due and payable immediately by the owner of the property so affected to the Owners (and subsequently the Association).

19. Except as hereinabove provided concerning the period of ownership of acreage by a bona fide lender who has acquired title to a lot by a foreclosure or reconveyance in lieu of foreclosure, in order to secure the payments of the assessments and/or dues provided in this paragraph, a vendor's lien, or its equivalent, shall be and is hereby expressly reserved to secure the payment of said assessments and/or dues, which lien may be enforceable by appropriate judicial process by the Owners (and subsequently by the Association). Such vendor's lien shall, however, be automatically second and subordinate to the lien or liens of any bona fide lender which hereafter lends money to the owner of any lot for the purchase of such property or the construction or improvement on said property. It is expressly further provided, however, that the foreclosure of any prior lien against any lot shall extinguish only the amount of the accrued and unpaid assessments and/or dues against such lot as of the date of such foreclosure, and shall not terminate the liability of the new owner of such lot for payment of assessments and/or dues which shall accrue subsequent to the date of such foreclosure. In the event the Owners transfer the right to collect the assessments and/or dues to the above mentioned non-profit corporation or unincorporated association, the Developer shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof association.

20. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not effect in any way the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of the time involved in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions and covenants so violated or any other conditions. The Owner, their successors or assigns, shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected and to recover the cost or damage thereof.

21. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association when it is formed, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgage acquiring title by foreclosure or otherwise pursuant to the mortgage instrument.

The Association shall have one class of voting membership: The members shall be all those owners as defined in Section 1 including the Owners. Each member shall be entitled to one vote for each acre. When more than one person holds such interest or interest in any acre or dwelling, all such persons shall be Members, and the vote for such acre(s) or dwelling shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

22. Property Rights in the Common Properties:

Section I. Members Easements of Enjoyment. Subject to the provisions of Section II, Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section II. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Owners and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession for such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open the enjoyment of such properties to a wide public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored, and.

b. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations; and,

c. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

d. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast 2/3 of the votes (prospective of class of membership has been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken; and,

9. The rights of Members of the Association shall in no way be altered or restricted because of the location of the common property in a unit of Fordhook Plantation in which such member is not resident. Common property belonging to the association shall result in membership entitlement, not withholding the unit in which the lot is acquired, which results in membership rights as herein provided; and,

23. Covenant for Maintenance Assessments:

Section I. Creation of the Lien and Personal Obligation of Assessments. The Owners, for each lot owned by him within the Properties, hereby covenant and the owner of each acre by acceptance of deed thereto, whether or not it shall be so expressed in any such deed for other conveyance, be deemed to convey and agree to pay to the Association (1) Annual assessments or charges; (2) Special assessments or capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of Section II. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Owners or Board of Directors of the Association when it is formed to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable monthly. The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section IV hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment at a time other than the beginning of any assessment period. Section III. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section II hereof, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of 2/3 of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment. Section IV. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section II hereof, for each assessment period at least 30 days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto. The association shall, upon demand, furnish at any time to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION V. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within 30 days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum and Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section VI. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments due or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section VII. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and lien created herein:

(a) All properties to the extent of any assessment or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

24. Where lots border on certain ditches, ponds, drainage canals, swales, and lakes, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly, weathors or erosion on the lots shall be properly tended to by respective lot owner.

25. All purchasers of property subject to this restriction agreement shall make no future subdivisions of their respective properties into tracts of less than two (2) acres and only one dwelling may be located on each of said tracts.

26. Invalidation of any one of these covenants and restrictions or any provisions herein set forth by judgment or court order shall in no wise effect the other provisions hereon, which shall remain in full force and effect.

27. The owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on over and under the Grounds to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas water or other public conveniences or utilities

on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said easement shall have the unrestricted right and power to release such easements.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 4th day of JANUARY, 1989.

WITNESSES:

Sharon H. Gault

Edward L. Warden

Edward L. Warden

EDWARD L. WARDEN
Billy D. Hatcher
BILLY D. HATCHER

STATE OF FLORIDA
COUNTY OF GADSDEN

THE FOREGOING INSTRUMENT WAS acknowledged before me on this 4th day of January, 1989, by Edward L. Warden and Billy D. Hatcher.



NOTARY PUBLIC Sharon H. Gault
9/18/89

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NOTARY PUBLIC, CLERK OF CIR. CRT
JAN 10 1989
DADE COUNTY, FLA
DORIS J. WALKER, CLERK

O.R. 0001 354 PAGE 1758-1765
REG. NICHOLAS THOMAS, CLERK
DADESEN CO. FLORIDA

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