

DR1018PC 652

DECLARATION  
OF  
COVENANTS AND RESTRICTIONS

568802  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
FEB 0 11 26 AM 1982  
PAUL F. HARTFIELD  
CLERK OF CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS that Crossland Timber Company, Inc., a Florida corporation whose principal office is in Leon County, Florida, does declare as follows:

WHEREAS it is the developer and owner of certain properties located in Leon County, Florida described more particularly in Exhibit "A" which is attached and incorporated herein, and

WHEREAS the above described property is known as Nichols Farm, an unrecorded subdivision, and

WHEREAS Crossland Timber Company, Inc., as the developer of Nichols Farm intends to install roads with adjacent graded shoulders and drainage ditches in order to provide access to the lots in this subdivision, and

WHEREAS the lots which are to be sold shall provide ownership to the centerline of these roads with a retention of an easement in the Nichols Farm Road Association, Inc., (the Association), and

WHEREAS that Association shall consist of all the property owners in the Nichols Farm subdivision and that Association shall henceforth be responsible for the maintenance and upkeep of all the roads within that subdivision, NOW THEREFORE

CROSSLAND TIMBER COMPANY, INC. Declare that the real property described in attached Exhibit "A" and such additions thereto as may be made, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. However, any lots within the subdivision (as described in Exhibit "A") which have frontage on any paved portion of State Road 155 (Meridian Road) are expressly excluded and exempted from all the provisions of this Declaration, and such lands shall not be subject to the covenants and restrictions contained herein.

This instrument prepared by:

Louis E. Shelley  
3315 Reading Lane  
Tallahassee, FL 32312

Article I.  
DUES AND ASSESSMENTS

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It is hereby declared that all lots and parcels within Nichols Farm shall annually be assessed and charged an amount necessary in order to operate the Association and to maintain all roadways, shoulders, drainage ditches and all related improvements, whether then existing or to be constructed, so as to provide continuous, attractive, comfortable and ready access to each lot. To accomplish this, each property owner shall be required to belong to the Association. The Association is a Florida corporation and copy of its Bylaws are attached and incorporated herein. The initial meeting of the members (shareholders) of the Association shall be held in March of 1982 at which time Directors shall be elected as provided for in the Bylaws. The initial assessment against all property, based on acreage, shall be made by the Directors in March of 1982 and that assessment shall constitute a lien on all property subject to these restrictions and covenants as of 1 March 1982. As provided for in the Bylaws of the Corporation, the Directors may provide that the payment of the assessment be made on an annual, or a semi-annual basis. Failure to make payment in a timely manner shall result in foreclosure as is provided for in the Bylaws. The Association shall also have the authority to collect all costs, expenses, attorney and other fees relating to the collection of delinquencies, and they shall further have the authority to assess interest for any delinquent account. As is provided for in the Bylaws the members (shareholders) shall elect Directors each year and the Directors in turn shall make an assessment which shall become a lien on the property effective 1 January of each succeeding year. The lien provided for herein shall be subordinate to any lien created by any first mortgage held by a bank, savings and loan association or insurance company on any individual lot or group of lots under one ownership.

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Article II.  
PROHIBITED LAND USE

The keeping of swine, under any circumstances, on the property is strictly prohibited. No property shall be used for garbage or trash disposal, no inoperative motor vehicle may remain on any property for longer than two weeks and no activity shall be permitted which is of an objectionable nature so as to result in a diminution of the value of that surrounding properties. No commercial activities shall be permitted. There shall be no churches, cemeteries, convalescent or nursing homes on any of the property.

Article III.  
DURATION

The duration of these restrictions and covenants shall be 20 years from the date in which they were recorded in the public records of Leon County.

Article IV.  
INSERTIONS AND DEEDS

CROSSLAND TIMBER COMPANY, INC., its assigns and successors in interest, hereby agree to inform any prospective purchasers of any of the property of the existence of this Declaration and the covenants and restrictions herein contained; further agree that in every deed conveying a portion of the property shall contain a clause stating essentially the following:

"Subject to the terms and conditions of a Declaration of covenants and restrictions dated 2-8-84 recorded in public records of Leon County, Florida, at OR Book 1018, page 452."

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Article V.  
NATURE OF RESTRICTIONS  
AND COVENANTS

The restrictions and covenants imposed by this instrument shall run with the land and shall apply equally to all present and future property owners, their heirs and assigns, throughout the entire term of these restrictions and covenants.

IN WITNESS WHEREOF, Leonard C. Hassell, president of Crossland Timber Company, Inc., has executed this document this 17th day of February, 1982.

Signed and sealed in the presence of:

Crossland Timber Company, Inc.

Jim Baynton  
Bob Baynton

By: Leonard C. Hassell  
Leonard C. Hassell, Its President

(CORPORATE SEAL)

Attest: Gary Watterson  
GARY WATTERSON

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Leonard C. Hassell and Gary Watterson to me well known and known to be the persons who executed the foregoing instrument, and known to me to be the President and Secretary, respectively, of Crossland Timber Company, Inc., and acknowledged before me that they executed the same freely and voluntarily for the purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 5th day of February, 1982.

Barbara P. Baynton  
Notary Public  
State of Florida at Large  
My Commission expires:

6-10-85

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Commence at the Northwest corner of Section 19, Township 3 North, Range 1 East (marked by a concrete monument) and thence run North 89 degrees 01 minutes 45 seconds East along the North boundary of Section 19 a distance of 2651.85 feet to a concrete monument thence run South 00 degrees 12 minutes 26 seconds East 1043.98 feet to a concrete monument on the North right-of-way of Meridian Road thence run along the North right-of-way of Meridian Road South 45 degrees 16 minutes 42 seconds West 427.02 feet, thence run South 52 degrees 48 minutes 29 seconds West 301.95 feet, thence run South 52 degrees 06 minutes 41 seconds West 1082.27 feet, thence run South 60 degrees 19 minutes 21 seconds West 651.12 feet, thence run South 59 degrees 54 minutes 01 seconds West 658.39 feet to the West boundary of said Section 19, thence leaving said North right-of-way of Meridian Road run North 00 degrees 25 minutes 23 seconds West along the West boundary of Section 19 a distance of 2640.87 feet to the Point of Beginning, containing 115.99 acres.

ALSO

The Northeast Quarter of the Northeast Quarter of Section 24, Township 3 North, Range 1 West, Leon County, Florida, containing 40.84 acres.

Bylaws of Nichols Farm Road  
Maintenance Association, Inc.

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Article I

Identification

Section 1.01. Name. The name of the Corporation is Nichols Farm Road Maintenance Association, Inc. Hereinafter it shall be referred to as "the Association".

Section 1.02. Registered Office and Registered Agent. The address of the registered office of the Association is 930 Thomasville Road, Tallahassee, Florida, and the name of the registered agent at this address is Leonard C. Bassell. Either the office or the registered agent may be changed by an appropriate Resolution of the Board of Directors.

Section 1.03. Seal. The seal of the Association shall be circular in form and mounted upon a metal or plastic die, suitable for impressing upon paper. About the upper periphery of the seal shall appear the words Nichols Farm Association and about the lower periphery of it the word "Florida". In the center of the seal shall appear the words "Corporate Seal" and "1982".

Section 1.04. Fiscal Year. The fiscal year of the Association shall coincide with the calendar year.

Article 2

Capital Stock

Section 2.01. Payment for Shares. Each property owner in the Nichols Farm subdivision, an unrecorded subdivision in Leon County, Florida, shall be entitled to one share of stock for every half acre (portion thereof) of land which he owns within the subdivision. Regardless of the acreage owned, the minimum number of shares which must be purchased is 5 and the maximum number is 15. Lot owners having less than 2 1/2 acres shall be required to purchase the full minimum 5 shares, and owners of more than 30 acres shall not be permitted to own more than 15 shares.

Section 2.02. Certificates Representing Shares and Restrictions. A certificate representing such ownership shall be issued upon the payment to the Association of the first assessment made by the Association against such property. Each certificate shall bear on its reverse side, the following legend: "This (These) share(s) require(s) ownership in real property which is subject to restrictive

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covenants recorded in the public records of Leon County, Florida in official record book 1018, page 652. This (These) share(s) may only be transferred by the holder to his assigns or successors in title, in fee simple, of all or a portion of the property held by him in an unrecorded subdivision in Leon County, named Nichols Farm, which is described in the above recorded document; except that these shares may also be transferred to the Association by redemption.

Section 2.03. Voting Shares. All shares shall remain outstanding, once sold, unless redeemed by the Association. However no shares shall be entitled to vote if owner of that share has not paid up to date, the assessment made against the land underlying the share.

### Article 3

#### Meetings of Shareholders

Section 3.01. Place of Meetings. Meetings of the shareholders of the Association shall be held at the registered office of the Association, or at such other place as may be determined by the Board of Directors.

Section 3.02. Annual Meeting. An annual meeting of the shareholders shall be held each year during the month of January at a date and time to be established by the Board of Directors. Failure to hold the annual meeting at the designated date and time shall not work a forfeiture or dissolution of the Association; nevertheless the Directors shall endeavor to select a date and time convenient to the largest number of shareholders.

Section 3.03. Special Meetings. Special meetings of the shareholders may be called by the President, or by the Secretary upon his receiving a petition signed by no less than 25% of all shareholders qualified to vote as provided for in Section 2.03 of these Bylaws. Such a petition shall name the time and the place of the proposed meeting. Upon the receipt of the petition, and upon his verification that the signatures thereon are those of current property owners whose assessments are paid up, the Secretary shall notify all persons eligible to vote as shareholders of the proposed time and place of the meeting, which must be no less than two weeks subsequent to his receipt of the petition and no less than one week subsequent to the date of mailing the notice.

Section 3.04. Quorum. Twenty five percent of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders.

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Section 3.05. Voting Proxies. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after three months from the date of its execution unless otherwise provided in the proxy. Shareholders shall be entitled to one vote for each share held. Unless otherwise provided, a majority of shares voted shall prevail on all matters.

#### Article 4

##### The Board of Directors

Section 4.01. Number and Qualifications. The business and affairs of the Association shall be managed by a Board of five Directors. The number of Directors may be increased, from time to time, by amendment of this section. Directors, at the time of their election, and at all times during their term of office, must be qualified to vote as provided for in Section 2.03.

Section 4.02. Election. Members of the initial Board of Directors shall hold office until the first annual meeting of the shareholders and until their successors have been elected and qualified. At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected (unless disqualified under the requirements of Section 4.01) and until his successor shall be elected and qualified.

Section 4.03. Vacancies. Any vacancy occurring in the Board of Directors may be filled only by an election at a special meeting of the shareholders.

Section 4.04. Meetings. The annual meeting of the Board of Directors shall take place immediately following the annual meeting of shareholders. Thereafter the Board of Directors shall meet no less frequently than once every four months. The time and place of such subsequent meetings shall be as determined by the Board, but such meetings shall not be outside of Leon County. Notice of Board of Directors meetings may be communicated by telephone. Additional meetings of the Board of Directors may be held upon the call of the President. Shareholders entitled to vote under Section 2.03 may attend, but may not participate, in Board meetings.

Section 4.05. Quorum. Three Directors shall constitute a quorum for the transaction of business.



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Section 4.06. Loans. The Board of Directors shall have the following limited power to borrow funds; they may borrow money for the purposes of maintaining the roads, however no such loan shall be for a period in excess of six months, and the amount of such loans (including all interest due thereunder) shall not exceed the total amount of assessments due to be received during that same six month period. Thereafter no such new loan may be made for six months.

#### Article 5

##### The Officers

Section 5.01. Officers. The officers of the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer. Such officers shall be elected from the Board of Directors at the annual meeting of the Board.

Section 5.02. Vacancies. Whenever any vacancies shall occur in any office by death, resignation or otherwise, the same shall be filled from and by the Board of Directors, and the officer so elected shall hold office until his successor is chosen and elected.

Section 5.03. The President. The President shall serve as the chief presiding officer over all meetings of the Board of Directors and of the shareholders and as the chief executive officer of the Association. As such he shall be entitled to execute all contracts, notes, and other documents necessary to carry on the business of the association, as determined by appropriate resolution of the Board.

Section 5.04. The Vice-President. The Vice-President shall serve as the chief presiding officer and chief executive officer of the Association in the absence of the President.

Section 5.05. The Secretary. The Secretary shall be responsible for taking and maintaining the Minutes of the shareholders and Board, together with all other corporate records. The Secretary shall also be responsible for notifying all Directors and shareholders of all regular and special meetings. The Secretary shall also be responsible for all correspondence of the Association.

Section 5.06. The Treasurer. The Treasurer shall be responsible for maintaining all books and accounts of the Association. The Treasurer shall also be responsible for the receipt of all assessments, the deposit of all assessments and the disbursement of all funds. However no disbursements may occur without the co-signature of the President (or in his absence, the Vice-President). As Treasurer, he shall keep correct and complete records of account, showing accurately at all times the financial condition of the Association.

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He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep this bank account in the name of the Association. He shall furnish at meetings of shareholders and of the Board of Directors, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as the Bylaws may provide or the Board of Directors may prescribe.

#### Article 6

##### Remuneration

No shareholder, Director or officer shall be entitled, in such capacity, to any remuneration by way of wages, salary or fees for his service. However, any shareholder, Director, or officer may submit a request to the Board of Directors for repayment of actual expenses incurred by him on behalf of the Association. Before approving any request, the Board shall require reasonable documentation or other proof of the expenditure and such proof shall be made a part of the minutes of the Association.

#### Article 7

##### Assessments against Property

The Board of Directors shall determine, at their annual meeting, the annual amounts necessary to pay the expenses of the Association and to properly maintain the roads (including shoulders, drainage ditches and slopes) of the Nichols Farm subdivision, for the next fiscal year. Such responsibility shall not extend to those roads, etc, which are maintained by Leon County, by the State of Florida or by any other government entity. Such assessments may be payable on a semi-annual or annual basis at the sole discretion of the Board of Directors. Notice of all such assessments, and payments as they are due, shall be provided to the shareholders by first class mail, at their address as it appears on the deed to the lot(s) owner or such other address as he may have arranged with the Association to be placed on its books. All such annual assessments shall become a lien on the property as of January of each fiscal year. The Board of Directors shall annually establish a reasonable interest rate to be charged on all delinquent payments. Failure to make any payment within 30 days after it becomes due shall constitute default, and the Board of Directors shall proceed immediately with foreclosure proceedings against such property. The Board of Directors is authorized to receive a deed in lieu of foreclosure or other appropriate means of discharging the lien and curing the default, but only if all interest, incidental expenses and costs of attorneys fees relating to the default and foreclosure have been paid. Any increase in assessments above the initial shall be at the same proportion required in Article 2, i.e. the minimum shall always be one-third of the maximum with an even distribution between 2 1/2 and 30 acres.

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Article 8

Section 8.01. Bylaws. These Bylaws may be amended at any meeting of the shareholders at which at least fifty percent (50%) of all shares entitled to vote are represented.

Section 8.02. Articles of Incorporation. The Articles of Incorporation may be amended at any meeting of the shareholders at which at least fifty one percent (51%) of all shares entitled to vote are represented.

WARRANTY DEED

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THIS INDENTURE, made and entered into this 24<sup>th</sup> day of February, 1982, by and between CROSSLAND TIMBER COMPANY, INC., whose principal place of business is 930 Thomasville Road, Tallahassee, Florida, hereinafter referred to as the Grantor, and ALBERTO F. SUAREZ and CYNTHIA J. SUAREZ, his wife whose mailing address is: 1425 Robbia Avenue, Coral Gables, FL 33146, hereinafter referred to as Grantee(s).

WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid by the Grantee(s), the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto the said Grantee(s), their heirs and assigns, forever, all of the following described land situate, lying and being in Leon County, Florida, to-wit:

See EXHIBIT A- Attached hereto

SUBJECT TO THE FOLLOWING DEED RESTRICTIONS: The keeping of swine, under any circumstances, on the property is strictly prohibited. No property shall be used for garbage or trash disposal, no inoperative motor vehicle may remain on any property for longer than two weeks and no activity shall be permitted which is of an objectionable nature so as to result in a diminution of the value of that surrounding properties. No commercial activities shall be permitted. There shall be no churches, cemeteries, convalescent or nursing homes on any of the property. ALSO: Subject to any other restrictive covenants, easements or reservations of record, if any, which are specifically not reimposed or extended hereby. ALSO: Subject to the terms and conditions of a Declaration of Covenants and Restrictions dated February, 1982, recorded in public records of Leon County, Florida at OR BK 1018, page 652.

The Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons, whomsoever, except for the above mentioned restrictive covenants, easements or reservations, and taxes for the year 1982.

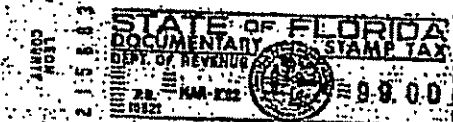
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on the day and year first above written.

WITNESSES:

*James R. ...*  
*Leon H. Bayne*

*Leonard C. Hassell*  
LEONARD C. HASSELL, President  
CROSSLAND TIMBER COMPANY, INC.

STATE OF FLORIDA  
COUNTY OF LEON



I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County names above to take acknowledgments, personally appeared LEONARD C. HASSELL, President of CROSSLAND TIMBER COMPANY, INC. to me known to be the person described in and who executed the foregoing Warranty Deed, and he acknowledged the execution thereof to be his free act and deed.

Witness my hand and official seal in the County and State last aforesaid, this 24<sup>th</sup> day of February, 1982.

571644

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.

*Paul F. Hartfield*  
NOTARY PUBLIC

MAR 9 4 04 PM 1982

PAUL F. HARTFIELD  
CLERK OF CIRCUIT COURT

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires May 4, 1984

5-4-84

This instrument prepared by:  
Leonard C. Hassell, President  
Crossland Timber Company, Inc.  
P. O. Box 3456  
Tallahassee, FL 32303



A. SUAREZ

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10 Acre Tract

Commence at the Northwest corner of Section 19, Township 3 North, Range 1 East, Leon County, Florida, and thence run South  $00^{\circ} 25' 23''$  East along the West boundary of said Section 19 a distance of 915.40 feet to the centerline of a 60.0 foot roadway, thence run North  $89^{\circ} 46' 21''$  East along said centerline 719.85 feet to the POINT OF BEGINNING, thence from said POINT OF BEGINNING continue North  $90^{\circ} 00' 00''$  East along said centerline 642.67 feet, thence run South 30.00 feet to the South Right-of-Way of said 60.0 foot roadway, thence continue South 648.84 feet, thence run West 610.69 feet to the East Right-of-Way of a 60.0 foot roadway, thence continue West 30.00 feet to the centerline of said 60.0 foot roadway, thence run North  $00^{\circ} 10' 02''$  West along said centerline 678.84 feet to the POINT OF BEGINNING, containing 10.0 acres.

Commence at a concrete monument marking the Northwest Corner of Section 19, Township 3 North, Range 1 East, Leon County, Florida and run thence on a grid bearing of South  $00^{\circ} 25' 23''$  East along the West boundary of said section 19 a distance of 915.40 feet, thence run North  $89^{\circ} 46' 21''$  East 719.85 feet to the point of beginning of roadway described herein. From said point of beginning run thence South  $00^{\circ} 10' 02''$  East 1317.56 feet to a point on the maintained North right-of-way boundary of meridian road and the end of roadway herein described.

ALSO

This conveyance is subject to a sixty foot roadway, being 30.0 feet each side of the following described centerline:

Commence at a concrete monument marking the Northeast corner of Section 24, Township 3 North, Range 1 West, and the Northwest corner of Section 19, Township 3 North, Range 1 East, Leon County, Florida and run thence North  $89^{\circ} 01' 45''$  East 1704.19 feet along the North boundary of said section 19, thence run South 941.39 feet to a concrete monument marking the point of beginning of centerline described herein. From said point of beginning thence run West 977.35 feet, thence run South  $89^{\circ} 46' 21''$  West 719.85 feet to a point of curvature, said point lying on the West boundary of said Section 19, thence run along a curve to the right having a radius of 249.58 feet and central angle of  $18^{\circ} 12' 37''$  for a distance of 79.33 feet (Chord North  $81^{\circ} 02' 48''$  West 78.99 feet) to a point of reverse curve to the left, thence run along said reverse curve with a radius of 249.58 feet and a central angle of  $18^{\circ} 12' 37''$  for a distance of 79.33 feet (Chord North  $72^{\circ} 01' 02''$  West 78.99 feet) to a point of tangency, thence run South  $89^{\circ} 46' 21''$  West 328.35 feet thence run South 89 degrees 09 minutes 09 seconds West 515.08 feet to end of roadway herein described.

Situate, lying and being in Section 24, Township 3 North, Range 1 West, and in Section 19, Township 3 North, Range 1 East, Leon County, Florida.

Exhibit A