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DC, CARL BORTHRIGHT, JEFFERSON County B:571 P:782

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
AND ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by Ruth K. Schmidt\Carla Wheeler, hereinafter referred to as the "Developer"

WITNESSETH:

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

**Timber Trace**  
**that portion of Bellamy Pecan Groves Company Subdivision**  
**described in**

SEE ATTACHMENT "A"

NOW THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to **TIMBER TRACE PROPERTY OWNERS ASSOCIATION, INC**, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.
3. "Properties" shall mean all real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association.
4. "Common Areas" shall mean all real properties owned or held in common through easements by the Association for the common use and enjoyment of the owners and as shown on the subdivided plat as recorded in the public records.

- 5 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.
- 6 "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.
- 7 "Developer" shall mean and refer to Ruth K. Schmidt/Carla Wheeler, their heirs, successors and assigns.
- 8 "Board" shall mean the Board of Directors of the Association.

#### ARTICLE II - PROPERTY RIGHTS

1 Owners Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all private roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas of properties owned or maintained by the Association and the personal conduct of the member and their guests thereof, and to establish penalties for the infraction thereof.

2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Areas or private roads to the members of his or her family, his or her tenants, his or her guests or contract purchasers who reside on the property

3 Road Construction Standards.

(a) The Developer agrees that all roads will be constructed to the current standard of Jefferson County and that the Developer will maintain the roads at his expense until fifty percent (50%) of the lots have been sold or for the period of one year from this date, whichever event occurs first.

(b) It is understood and agreed by all parties to this agreement that this is a private subdivision and that Jefferson County has no present or future obligations or responsibilities for the roads, drainage or other improvements within this private subdivision

#### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas, administering and enforcing the

covenants and restrictions, collecting and disbursing the assessments and charges set forth in this document, and for the purpose of promoting the common interest of the Owners. Accordingly, Declarant has caused or shall cause to be created, the Association, for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its charter, its By-laws, and this Declaration, and may include, but not be limited to, maintenance and preservation of Common Areas. The Association may engage in any other activities or assume any responsibilities that may be considered as promoting the common interest of the Owners.

- 1 Each Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of any lot which is subject to assessment.
2. The Owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the lot Owners shall be designated to exercise all of the rights of membership on behalf of the Owners of the lot.
- 3 In the event the record Owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the Owner of the lot.
- 4 Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association. No Owner shall be entitled to vote unless such Owner has fully paid all assessments as provided herein and as shown by the books of the Association.
- 5 Twelve (12) months after the date of the sale of the first lot, the owners of all lots shall be entitled to elect new Board of Directors, and all then serving directors shall resign their positions at the time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall rest in the majority of duly elected in accordance with the terms hereof. The Developer shall schedule, send out notice and coordinate said meeting. Thereafter, each annual meeting shall be held on the first monday of each December.
6. At the annual meeting the members shall elect a Board of Directors to each serve a three year period and to be elected on a staggered basis so that at least one director will be elected each year.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

- 1 Lien and Personal Obligations of Assessments The Developer, for each lot

owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

2 Purpose of Assessments The annual assessments levied by the Association shall be sued exclusively to promote the recreation, health, safety and welfare of the Owners of the properties and for all easements, and Common Areas situated on the properties, including but not limited to

- (a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association,
- (b) To perform routine and special road and swale maintenance in a manner to assure the roads to be in a safe condition and for all weather travel,
- (c) Beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices,
- (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.

3 Maximum Annual Road Maintenance Assessment Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the first year annual road maintenance assessment shall be \$150.00 per lot.

From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual road maintenance assessment may not be increased more than ten (10%) percent above the maximum assessments for the previous year without a two-thirds (2/3) vote of the membership

4 Notice and Quorum for any Action Authorized Under Section 3 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article IV shall be sent to all members not less than thirty (30) days in advance of the

meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and that the required quorum at the preceding meeting will not be required.

5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis

6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the sixth month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall 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 shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

7. Collection of Assessments. The collection of assessments shall be due on December 1 of each year and any assessment not collected by February 1 of the following year shall be delinquent and in default.

8. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent. The Association may bring an action at law against the property which action may become a lien against the real property of the lot Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or roads or by abandonment of his or her lot.

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

10. Easements, Roadways, Utility. The following easements are reserved for the benefit of the Owners and the Association and pertain to the Property

(a) Perpetual roadway easements for ingress, egress and utilities to and

from the lots described in the Public Records of Jefferson County, Florida, are reserved for the benefit of all Owners and the Association, their respective licensees and invitees and tenants with the right to pass and repass along and within the Property. See

**ATTACHMENT "Construction Plans" FOR ROAD AND SWALE DESCRIPTION**

11 Limitation of Liability of Association Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and preserve Common Areas of the Property, the Association shall not be liable to Owners, their invitees or guests for injury or damage caused by any latent defect or condition of the Common Areas to be maintained and repaired by the Association or caused by the acts of God or by third parties

**ARTICLE V - RESTRICTIVE COVENANTS**

- 1 Each parcel shall be used as a residence for a single family and for no other purpose
- 2 No business of any kind shall be conducted on any residence with the exception of the business of developers and the transferee of developers in developing all of the parcels
- 3 No rubbish, trash, garbage or other waste material shall be kept or permitted on any parcel or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.
- 4 No outbuilding, basement, tent, shack, garage, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently
- 5 No 5 acre lot or smaller shall be further subdivided. Any subdivision of lots 10 acres or larger are subject to all development requirements of Jefferson County
- 6 Mobile homes and Recreational Vehicles will not be allowed or placed on the lands permanently with the exception of Lot 2, Block 61. Recreational Vehicles may be placed on the property for a period not to exceed 9 months. After 9 months, Recreational Vehicles must be placed under a permanent, enclosed shelter.
- 7 Permanent structures for residences shall have a minimum of 1800 square feet of heated area
- 8 In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association or any Owner of any lot covered by these restrictions, jointly and 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 to or subsequent thereto, and shall not bar or affect its enforcement

9. The Developer reserves the right without notice to grant to any public utility, public body or the Association, a ten (10) foot wide easement for utilities and drainage across each lot and adjacent to every lot line

#### ARTICLE VI - ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written consent of the Developer and the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof

#### ARTICLE VII - GENERAL PROVISIONS

1. Enforcement. The Association or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter

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

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of (20) years from the date this Declaration is recorded in the public records, after which time they shall 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 (90%) percent of the Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment must be recorded

4. Easements. The Developer reserves the right to grant to Jefferson County the easements for the roads within the subdivision for purposes of public uses and maintenance

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 15 day of Sept, 2005.

Signed, sealed, and delivered in the presence of

[Signature]  
Ruth K. Schmidt DEVELOPER

[Signature]  
Witness Signature  
JUDY G. SCOTT  
(Type or Print Witness Name)

[Signature]  
Witness Signature  
DEBORAH MATTHEWS  
(Type or Print Witness Name)

[Signature]  
Witness Signature  
JUDY G. SCOTT  
(Type or Print Witness Name)

[Signature]  
Witness Signature  
DEBORAH MATTHEWS  
(Type or Print Witness Name)

[Signature]  
Carla Wheeler DEVELOPER

STATE OF Florida

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 15 of Sept, 2005 by [Signatures] ( ) who is personally known to me or ( ) who has produced [Signature] as identification.

(SEAL)



Joclio G. Scott  
NOTARY COMMISSION # PD005572 EXPIRES  
January 21, 2006  
FARMER BROTHERS FARM INSURANCE, INC

[Signature]  
Notary Signature  
JOCILIO G. SCOTT  
(Type or Print Notary Name)

Notary Public, State of Florida at Large

Serial No. DD85553

My Commission Expires 1-21-06

Inst:0000119719 Date:09/09/2005 Time:13:40

DC, CARL BORTWRIGHT, JEFFERSON County 8:571 P:789