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APR 19 1993 1:35 P.M.

JEFFERSON COUNTY, FLA.
O.R. BOOK 119 PAGE 504IN THE PUBLIC RECORDS
OF THE COUNTY OF JEFFERSON
FLORIDA
FILED FOR RECORD
DATE APR 19 1993
BY [Signature]AUCILLA SHORES SUBDIVISIONDECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by Aucilla Shores, a partnership existing under the laws of the State of Florida, hereinafter referred to as the "Developer".

W I T N E S S E T H

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

The AUCILLA SHORES SUBDIVISION, a subdivision as per the plat thereof filed at Plat Book 100, Page 14 of the Public Records of Jefferson County, Florida.

NOW, THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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

Section 1. "Association" shall mean and refer to the Ashville Area Property Owner's Association, Inc., its successors and assigns.

Section 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 7. "Developer" shall mean and refer to Aucilla Shores, a partnership existing under the laws of the State of Florida, and its heirs, successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements 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 or properties owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

Section 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 said lot owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 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 said lot.

Section 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.

Section 5. Notwithstanding any of the provisions hereinabove, or provisions of the charter, bylaws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association until one (1) year from the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until one (1) year from the date of the sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

Section 6. One (1) year after the date of the sale of the first lot, the owners of all lots shall be entitled to elect a new Board of Directors, and all then serving directors shall resign their positions at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall vest in the majority duly elected in accordance with the terms hereof.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to 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, together with interest, costs and reasonable attorney's 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 attorney fees, shall 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 shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the properties and for the improvements and maintenance of the private roads 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) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- (c) Management, maintenance, improvement and beautification of all parks, lakes, ponds, buffer strips, recreation areas and facilities.
- (d) Doing any other thing necessary or desirable, in the judgment of the said 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. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be twenty-five dollars (\$25.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth above.

Section 4. Special Assessment for Capital Improvements. Each lot owner shall pay a special assessment for capital improvements in the amount of \$25.00 per lot per year, which assessment shall terminate ten (10) years from the date of the recording of the plat for the Aucilla Shores Subdivision. Said funds shall be maintained in a separate capital improvement fund, and shall be

utilized for capital improvements to the approximately 2.1 mile long main access road to the Aucilla Shores Subdivision, and other roads which are maintained by the Association, in order of their greatest use by members of the Association.

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 Sections 3 and 4 of this Article IV shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. 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.

Section 7. 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 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 shall bear interest from the due date at the maximum rate then permitted under Florida Law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or roads or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect 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.

ARTICLE V
RESTRICTIVE COVENANTS

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 720 square feet. Mobile homes shall be allowed providing they are new (first time set-up) when placed on the lot and meet size requirements of 720 square feet. All mobile homes must be

underskirted and setup and maintained in a neat and orderly fashion. Prior to construction or setup of any dwelling or mobile home, the owner must receive written authorization of compliance from the Board of Directors of the Association. Failure of the Board of Directors to respond within 30 days of a written request for approval shall be deemed to be an approval.

2. Trash, junk, garbage and abandoned automobiles shall be removed by the Association from any lot at the expense of the owner, if such is not removed by the owner within thirty (30) days of receipt of written notice from the Association, mailed to the owner by certified or registered mail.

3. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot longer than 90 days per year; however an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his lot.

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 owners of said property.

5. The lot owner may fence his lot along his boundary lines and graze cows, horses, goats, etc., provided they do not create a nuisance to the neighboring property owners. Pigs, chicken barns or animal pens shall not be allowed within 200 feet of any existing roads or if they would disturb the peaceful enjoyment of nearby landowners. Animals, whether by actions or number, shall not create a nuisance to the neighbors in the development.

6. No hunting or discharge of firearms shall be permitted upon any lot within the subdivision, nor any roads or common areas therein.

7. No more than one residential dwelling shall be permitted for each five (5) acres. Lots larger than ten (10) acres may be divided, provided all portions equal or exceed five (5) acres in area.

8. Finished floor elevations of all habitable structures, including mobile homes, must be a minimum of 1 foot above the 100 year storm. This elevation may be obtained from the Jefferson County Building Department.

9. The Association reserves the right at its sole option and expense to maintain fire lanes around the perimeter of lots. Said reservation will be without liability to the surface owner or may be discontinued by said owner notifying the Association of the owner's desire to discontinue said right.

10. In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association or any owner of a lot covered by these Restrictions, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. 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.

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

ARTICLE VI
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Florida and has been hereinbefore described in the "WHEREAS" provision on the first page hereof, and is by this reference incorporated herein.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

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 shall revoke or diminish the rights of the owners of the properties to the utilization of the common areas and private roads as established hereunder, except to grant to the owners of the properties being added the right to use the common areas and private roads as established hereunder.

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 or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX
GENERAL PROVISIONS

Section 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall 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 shall 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 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 percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. Any amendment must be recorded.

Section 4. Acceptance of Roads by County. In the event the Board of County Commissioners is requested to accept any roadway for maintenance, such roadway shall, at the expense of the Association, comply with the then current road and maintenance standards of the County before being accepted by the County. The Developer warrants that when twenty-five (25) permanent residents live in the Aucilla Shores Subdivision or along the 2.1 mile access road to the Aucilla Shores Subdivision from Highway 146, or within two (2) years from the date of recording the plat for the Aucilla Shores Subdivision, whichever occurs first, the Developer will at its expense bring said 2.1 mile access road to an LBR (load bearing ratio) of 65 within the driving surface, and to an LBR of 40 along the shoulders of said road, with the use of limerock or other suitable materials, if required.

At such time as fifty (50) permanent residents live along the 2.1 mile access road, or within the Aucilla Shores Subdivision, or within ten (10) years from the date of the recording of the plat for the Aucilla Shores Subdivision, whichever of the foregoing should occur first, the Association shall, at their next regularly scheduled meeting, vote upon the issue of whether or not the members of the Association desire to pave or further improve said access road at the expense of the Association; and in the event the Association should determine that paving or improvement is so desired, they shall modify, extend or terminate the capital improvement assessment, as may be required and appropriate. Any paving or improvements shall be done first to roads having the greatest traffic, with work done to acceptable engineering standards.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 11 day of April, 1983.

WITNESSES:

AUCILLA SHORES, a partnership existing under the laws of the State of Florida

By: _____
Dennis G. Lee, as partner

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, an officer duly authorized to take acknowledgments in the State and County last afore-

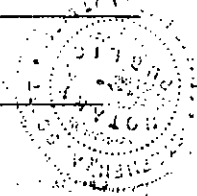
said, personally appeared DENNIS G. LEE, well known to me to be a partner of AUCILLA SHORES, a Florida partnership, who executed the foregoing instrument and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and seal this day of , 1983.

[Signature]

Notary Public
State of Florida at Large

My Commission Expires: _____



Prepared by:
STEPHEN A. SCOTT, ESQUIRE
Post Office Box 2218
Gainesville, FL 32602

6-13-83

FIRST SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO
RESTRICTIONS AND PROTECTIVE COVENANTS

WHEREAS, AUCILLA SHORES, a partnership existing under the laws of the State of Florida, with offices at 620 S. Ohio Avenue, Live Oak, Florida 32060, hereinafter referred to as the "Developer", did file an instrument titled "Declaration of Restrictions and Protective Covenants" dated April 18, 1983 at Official Records Book 119, Pages 504-511 of the public records of Jefferson County, Florida, hereinafter referred to as the "Declaration", to make, declare and impose upon the lands described therein certain conditions, restrictions, limitations and easements, and

WHEREAS, pursuant to Article VI(b) of said Declaration the Developer reserved the right to make additional land subject to said Declaration, and

WHEREAS, the Developer desires to make additional lands subject to said Declaration in accordance therewith,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that that certain Declaration of Restrictions and Protective Covenants dated April 18, 1983 and recorded at Official Records Book 119, Pages 504-511 of the public records of Jefferson County, Florida is hereby amended as follows:

1. In addition to the property already subject to said Declaration, as is described in the Declaration, the Developer does by this instrument hereby make, declare and impose upon the following lands, for the benefit and protection thereof, the conditions, restrictions, limitations and easements set forth in the Declaration, which shall be and constitute the covenants running with the land, binding upon said owner, its successors and assigns, all persons derailing title through said owner or claiming any right, title or interest in said land, all subsequent purchasers thereof, their heirs, personal representatives, successors and assigns:

ALL OF SMOKEHOUSE FARMS, PHASES 1 and 2; ASHVILLE HIGHLANDS, PHASES 1 and 2; SNEAD'S HIDEAWAY; and JEFFERSON LANDING, all subdivisions as per the plats thereof filed at Plat Book B, Pages 40, 41, 42, 43, 44 and 39, respectively, of the public records of Jefferson County, Florida,

LESS AND EXCEPT: Lots 1 and 2, Block "A", JEFFERSON LANDING SUBDIVISION, a subdivision as per the plat thereof filed at Plat Book B, Page 39 of the public records of Jefferson County, Florida.

2. Article IV (Covenant for Maintenance Assessments), Section 3 (Maximum Annual Assessment) of the Declaration shall be, and is hereby, amended by adding thereto the following:

"Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be fifty dollars (\$50.00) per lot for Lots 6-32, inclusive, Block "C", ASHVILLE HIGHLANDS, PHASE 2, and for all lots in Block "A", JEFFERSON LANDING."

3. All other terms, provisions and conditions contained in the Declaration, except as may be expressly amended herein, are hereby ratified and confirmed, and are incorporated herein by this reference, to the same extent and effect as if those said provisions, terms and conditions were set forth herein in their entirety. This incorporation by reference shall be for the purpose of, inter alia, complying with the requirements of Article VI(b) of the Declaration that any additional or supplemental declarations which add land or property for the purpose of making said additional land or property subject to this Declaration shall contain essentially the same substance as in the original Declaration.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed this instrument on this 25 day of August, 1983 at Gainesville, Alachua County, Florida.

WITNESSES:

AUCILLA SHORES, a partnership existing under the laws of the State of Florida

Ana Mary Chapman
R. L. Paulk, Jr.
As to AS

By: Dennis G. Lee
Dennis G. Lee, as Partner

By: Jim Jean
Jim Jean, as Partner

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared DENNIS G. LEE and JIM JEAN, as Partners in AUCILLA SHORES, a partnership existing under the laws of the State of Florida, well known to me to be the persons described in the foregoing instrument, and they acknowledged that they freely and voluntarily executed the foregoing First Supplemental Declaration of and Amendment to Restrictions and Protective Covenants on the 25 day of August, 1983 at Gainesville, Alachua County, Florida.

A. H. C. A. M.
Notary Public
State of Florida at Large

My Commission Expires: _____

This Instrument
Prepared By:
STEPHEN A. SCOTT, ESQUIRE
P.O. Box 2218
Gainesville, FL 32602

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES 12/31/87
BONDED THROUGH GUARANTEE INSURANCE CO.



FILED FOR RECORD
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IN THE PUBLIC RECORDS
OF JEFFERSON COUNTY, FLA.

**SUPPLEMENTAL DECLARATION OF AND AMENDMENT TO
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, **MUCILLA SHORES**, a partnership existing under the laws of Florida, with offices at 412 N.E. 16th Avenue, Gainesville, Florida 32601, hereinafter referred to as the "Developer", did file an instrument titled "Declaration of Restrictions and Protective Covenants" dated April 18, 1983, at Official Records Book 119, pages 504-511, of the Public Records of Jefferson County, Florida, hereinafter referred to as the "Declaration", to make, declare and impose upon the lands described therein certain conditions, restrictions, limitations and easements, and

WHEREAS, pursuant to Article VI (b) of said Declaration the Developer reserved the right to make additional land subject to said Declaration, and

WHEREAS, the Developer desires to make additional lands subject to said Declaration in accordance therewith,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that that certain Declaration of Restrictions and Protective Covenants dated April 18, 1983, and recorded at Official Records Book 119, pages 504-511, of the Public Records of Jefferson County, Florida, as previously amended, is hereby amended as follows:

1. In addition to the property already subject to said Declaration, as is described in the Declaration, and subsequent supplements thereto, the Developer does by this instrument hereby make, declare and impose upon the following lands, for the benefit and protection thereof, the conditions, restrictions, limitations and easements set forth in the Declaration, which shall be and constitute the covenants running with the land, binding upon said owner, its successors and assigns, all persons deraining title through said owner or claiming any right, title or interest in said land, all subsequent purchasers thereof, their heirs, personal representatives, successors and assigns:

All of Lots 1 through 6, inclusive of **MUCILLA PLANTATION, UNIT ONE**, per the plat thereof filed at Plat Book "B," page 63, of the Public Records of Jefferson County, Florida; plus

All of Lots 1 through 6, inclusive, of **MUCILLA PLANTATION, UNIT TWO**, per the plat thereof filed at Plat Book "B," page 64, of the Public Records of Jefferson County, Florida; plus

Those portions of Lots 3 through 21, inclusive, of **MUCILLA PLANTATION, UNIT THREE**, per the plat thereof filed at Plat Book "B," Page 65, of the Official Records of Jefferson County, Florida, which are situated within 600 feet of Smokehouse Farms Avenue or Smokehouse Farms Drive, plus all of Lot 22 and those portions of Lots 20 and 21 which are situated within 500 feet of Lot 22 of said **MUCILLA PLANTATION, UNIT THREE**.

2. Some of the lots described in Paragraph 1 above represent in whole or in part, replats of lots or portions of lots previously covered by the Declaration as amended. It is the intention of Developer that each replatted lot as described in Paragraph 1 above shall constitute a "lot" and assessment unit for all purposes of the restrictive covenants. A portion of Lot 7B of **MUCILLA SHORES SUBDIVISION**, per Plat Book "B," page 38, has been replatted as Lot 6 of **MUCILLA PLANTATION, UNIT TWO**, and is included in Paragraph 1 above. It is Developer's intention that the remaining portion of said Lot 7B of **MUCILLA SHORES**, which portion has not been so replatted, will continue to constitute a "lot" and separate assessment unit for all purposes of the restrictive covenants.

3. It is Developer's express intention that those portions of Lots 3 through 21, inclusive, in **MUCILLA PLANTATION, UNIT THREE**, which are excluded from the description contained in Paragraph 1 above, shall not be subject to the Declaration of Restrictive Covenants as amended but may be made subject to other restrictive covenants at Developer's option.

4. This modification shall not diminish any rights of ingress, egress or public utilities for any lands, whether covered or not by the provisions hereof, as same existed prior to the execution hereof.

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JEFFERSON CO., FL

5. All other terms, provisions and conditions contained in the Declaration as previously modified, except as may be expressly amended herein, are hereby ratified and confirmed, and are incorporated herein by this reference, to the same extent and effect as if those said provisions, terms and conditions were set forth herein in their entirety. This incorporation by reference shall be for the purpose of, *inter alia*, complying with the requirements of Article VI (b) of the Declaration that any additional or supplemental declarations which add land or property for the purpose of making said additional land or property subject to this Declaration shall contain essentially the same substance as in the original Declaration.

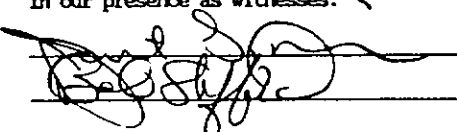
6. In consideration of the covenants by Grantee and other matters set forth herein, the Developer hereby grants and conveys forever unto ASHVILLE AREA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (sometimes referred to herein as "Grantee"), a non-exclusive easement for ingress, egress and public utilities for the benefit of Grantee and its members across the following described lands (sometimes referred to herein as the "Access Areas"):

That certain sixty six (66) foot wide strip of land as shown on the plat of MUCILLA PLANTATION, UNIT THREE, a subdivision as per the plat thereof recorded at Plat Book "B," page 65, of the Public Records of Jefferson County, Florida, which strip of land commences at the south boundary of Smokehouse Farms Avenue adjacent to Lot 19 of the aforesaid subdivision, and extends in a generally southeasterly direction along the northeastern boundary of said Lot 19 and Lots 20 and 21 and along the southwestern boundary of Lot 22 of said subdivision to the east boundary of Section 11, Township 2 North, Range 6 East; plus,

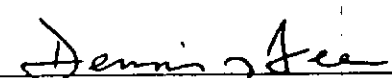
That certain sixty (60) foot wide strip of land denoted on the plat of MUCILLA PLANTATION, UNIT TWO, as "Ingress/Egress and Utility Easement," being a portion of Lots 4 and 5 of MUCILLA PLANTATION, UNIT TWO, a subdivision as per the plat thereof recorded at Plat Book "B," page 64, of the Public Records of Jefferson County, Florida; said parcel contains approximately 2 acres, more or less.

The consideration for placing the aforesaid restrictive covenants upon the above described lands is the covenant of the Grantee herein to maintain the Access Areas described above to facilitate reasonable ingress and egress to those lots adjacent or abutting thereto. By acceptance of the easement grant herein contained and by assessment of the lots described in paragraph 1 above, Grantee covenants to so maintain the Access Areas in perpetuity in similar fashion and degree as those other roadways and access ways that Grantee owns or maintains.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed this instrument on this 13 day of July, 1990, at Gainesville, Alachua County, Florida.

Signed, sealed and delivered:
in our presence as witnesses: 

MUCILLA SHORES, a partnership existing under
the laws of Florida

BY: 
DENNIS G. LEE, as partner

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME personally appeared DENNIS G. LEE, as partner, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal this 13 day of July, 1990.



CONTINUED ON THE FOLLOWING PAGE 3.

ORBK PAGE
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JEFFERSON CO., FL


Notary Public, State of Florida.
My Commission Expires: 6/27/91

By its execution below, the Grantor accepts the foregoing together with all rights and responsibilities in connection therewith.

Signed, sealed and delivered in our presence as witnesses:

ASHVILLE AREA PROPERTY OWNERS' ASSOCIATION, INC.

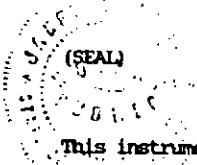
[Handwritten signature]

BY *Peter Walters*, President

STATE OF FLORIDA
COUNTY OF JEFFERSON

BEFORE ME personally appeared Peter Walters, as President, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed said instrument as such President, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument under due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 13 day of July, 1990.



[Handwritten signature]
Notary Public, State of Florida.
My Commission Expires: 6/27/91

This instrument was prepared by:

H. Edward Garvin, Esquire
P. O. Box 23831
Gainesville, FL 32602
Florida Bar No. 749753

**CANCELLATION OF AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS AND BYLAWS
FOR ASHVILLE AREA PROPERTY OWNERS' ASSOCIATION, INC.
AND AUCILLA SHORES SUBDIVISION**

This cancellation of Aucilla Shores Subdivision amended and restated Declaration of Restrictions and Protective Covenants and Bylaws of Ashville Area Property Owners' Association, Inc., recorded January 30, 2004 is made by **ASHVILLE AREA PROPERTY OWNERS' ASSOCIATION, INC.** (referred to in this instrument as the "Association" and/or "AAPOA").

WHEREAS, the Association by and through its officers, executed and recorded that certain amended and restated **AUCILLA SHORES SUBDIVISION DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS** (referred to in this instrument as "the Declaration") and those certain amended and restated **BYLAWS OF ASHVILLE AREA PROPERTY OWNERS' ASSOCIATION, INC.** (referred to in this instrument as "the Bylaws") that are recorded in the official records of Jefferson County, Florida in O.R. Book 0533, Page 0102 through 0108, and O.R. Book 0533, Pages 0087 and 0101, respectively.

WHEREAS, the amended Declaration and Bylaws were executed and recorded in error, without the full and required voting approval of the owners of the subject property and members of the Association and the Association desires to vacate and cancel the amended and restated Declaration and Bylaws recorded January 30, 2004.

NOW THEREFORE, in consideration of the premises the Association does hereby vacate, annul, cancel and terminate the amended and restated Declaration and Bylaws recorded January 30, 2004 and all provisions thereof.

IN WITNESS WHEREOF the undersigned has executed this document.

Signed, sealed and delivered in
our presence as witnesses:

Diane Sapp
Witness Signature

Dianne Sapp
(Type or Print Witness Signature)

J Buckingham Bird
Witness Signature

T Buckingham Bird
(Type or Print Witness Signature)

Gail Joubert
GAIL JOUBERT, President
AAPOA Board of Directors



INST: DATE: 09/09/2004 TIME: 15:25
DC, CARL BOATWRIGHT, JEFFERSON COUNTY B:552 P:243

STATE OF FLORIDA
COUNTY OF JEFFERSON

The Foregoing instrument was acknowledged before me this 3rd day of Sept. 2004, by Gail Joubert, President of AAPOA, who is personally known to me or who produced identification in the form of _____



T. Buckingham Bird
Notary Signature
T. Buckingham Bird
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires: _____

T. Buckingham Bird
Witness Signature

T. Buckingham Bird
(Type or Print Witness Signature)

Dianne Sapp
Witness Signature

Dianne Sapp
(Type or Print Witness Signature)

Steve Weaver
STEVE WEAVER, Vice President
AAPOA Board of Directors

STATE OF FLORIDA
COUNTY OF JEFFERSON

The Foregoing instrument was acknowledged before me this 25 day of August 2004, by Steve Weaver, Vice President of AAPOA, who is personally known to me or who produced identification in the form of _____



T. Buckingham Bird
Notary Signature
T. Buckingham Bird
Printed Notary Name
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires: _____

AUCILLA SHORES SUBDIVISION

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by Ashville Area Property Owners Association, Inc., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Association is comprised of owners of certain real property in Jefferson County, Florida, which is more particularly described as:

THE AUCILLA SHORES SUBDIVISION, which includes Smokehouse Farms, Ashville Highlands, and Jefferson Landing, is a subdivision as per the plat thereof filed at Plat Book B, Page 38 of the Public Records of Jefferson County, Florida.

NOW, THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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

Section 1. "Association" shall mean and refer to the Ashville Area Property Owner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner(s), 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.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the applicable bylaws and covenants.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the owners, including easements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

110327
IN THE PUBLIC RECORDS
OF JEFFERSON COUNTY, FLA.
CLERK OF CIRCUIT COURT
JAN 30 PM 12:18
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Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof and Article II, Section 8 of the Bylaws.

Section 7. "Developer" shall mean and refer to Aucilla Shores, a partnership existing under the laws of the State of Florida, and its heirs, successors and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment 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 or properties the members and their guests thereon, and to establish penalties for the infraction thereof.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

Section 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 said lot owners shall be designated to exercise all of the rights of membership on behalf of the owners of said lot.

Section 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 said lot.

Section 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.

(b) From and after January 1, 2004, the maximum annual assessment may be increased above ten percent (10%) by a vote of one-tenth (1/10) of the vote of the membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth above.

Section 4. Special Assessment for Capital Improvements. A special assessment requires approval by the membership. Said funds shall be maintained in a separate capital fund, and shall be utilized for capital improvements to the main access roads to the Aucilla Shores Subdivision, and other roads which are maintained by the Association, in order of their greatest use by members of the Association.

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 Section 3 and 4 of this Article IV shall be sent to all members not less than 30 days in advance of the meeting. At such meeting called, the presence of member or of proxies entitled to cast one-tenth (1/10) 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 requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for lots and may be collected on an annual or more frequent basis. If a lot has no access to an Association owned road, then only the standard annual assessment will be charged. No special assessment will apply to such lot.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall become due January 1st of each 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 specified lot has 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 shall bear interest from the due date at the maximum rate then permitted under Florida Law. The Association may bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or roads or abandonment of said lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. Any foreclosure action will still require lien satisfaction. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V
RESTRICTIVE CONVENANTS

1. No permanent dwelling shall be permitted which has a ground floor area, exclusive of open porches or garages, of less than 720 square feet. Mobile homes shall be allowed providing they are new (first time set-up) when placed on the lot and meet the size requirements of 720 square feet and meet all state and local setup code requirements. All mobile homes must be underskirted and setup and maintained in a neat and orderly fashion. Prior to construction or setup of any dwelling or mobile home, the owner must receive written authorization of compliance from the Board of Directors of the Association. Failure of the Board of Directors to respond within 30 days of a written request for approval shall be deemed to be an approval.

2. The Association reserves the right at its sole option and expense to maintain fire lanes around the perimeter of lots. Said reservation will be without liability to the surface owner or may be discontinued by said owner notifying the Association of the owner's desire to discontinue said right.

3. The Association reserves the right without notice to grant to any public utility or public body a 10 foot wide easement for utilities and drainage across each lot along and adjacent to every lot line.

4. Any owner in good standing, whose assessments are current with no outstanding lien, may access any Association road from their lot. However, such access must have prior written approval of the Association. Such access may require a culvert or some other special accommodation at the discretion of the Association. The owner shall be responsible for the cost of any such requirement.

ARTICLE VI
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subjected to this Declaration is located in Jefferson County, Florida and has been hereinbefore described in the "WHEREAS" provision on the first page hereof, and is by this reference incorporated herein.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

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 shall revoke or diminish the rights of the owners of the properties to the utilization of the common areas and private roads as established hereunder, except to grant to the owners of the properties being added the right to use the common areas and private roads as established hereunder.

ARTICLE VII **AMENDMENT BY MEMBERSHIP**

Three years after the inception of this amendment, the members of the Association may change these covenants at a properly publicized meeting of the general membership (provided a quorum has been established) with a simple majority vote of those present. If no change is made this document will automatically renew in three year intervals thereafter.

ARTICLE VIII **ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of 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 IX **GENERAL PROVISIONS**

Section 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall 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 shall bind the land for a period of three years from the date of this Declaration and after that shall be automatically extended for successive periods of three years. This Declaration may be amended at the end of any of these three year terms as provided for in Article VII of this Declaration.

Section 4. Acceptance of Roads by County. In the event the Board of County Commissioners is requested to accept any roadway for maintenance, such roadway shall, at the expense of the Association, comply with the then current road and maintenance standards of the County before being accepted by the County.

IN WITNESS WHEREOF, the undersigned) OFFICERS have executed these Declarations this ___ day of _____, 2004.

[Signature]
Witness

By: [Signature]
Gail Joubert, President
AAPOA Board of Directors

[Signature]
Witness
[Signature]

[Signature]
Steve Weaver, Vice President
AAPOA Board of Directors
[Signature]
Douglas Coon, Secretary
AAPOA Board of Directors