

26

SHEET 1 OF 2 SHEETS

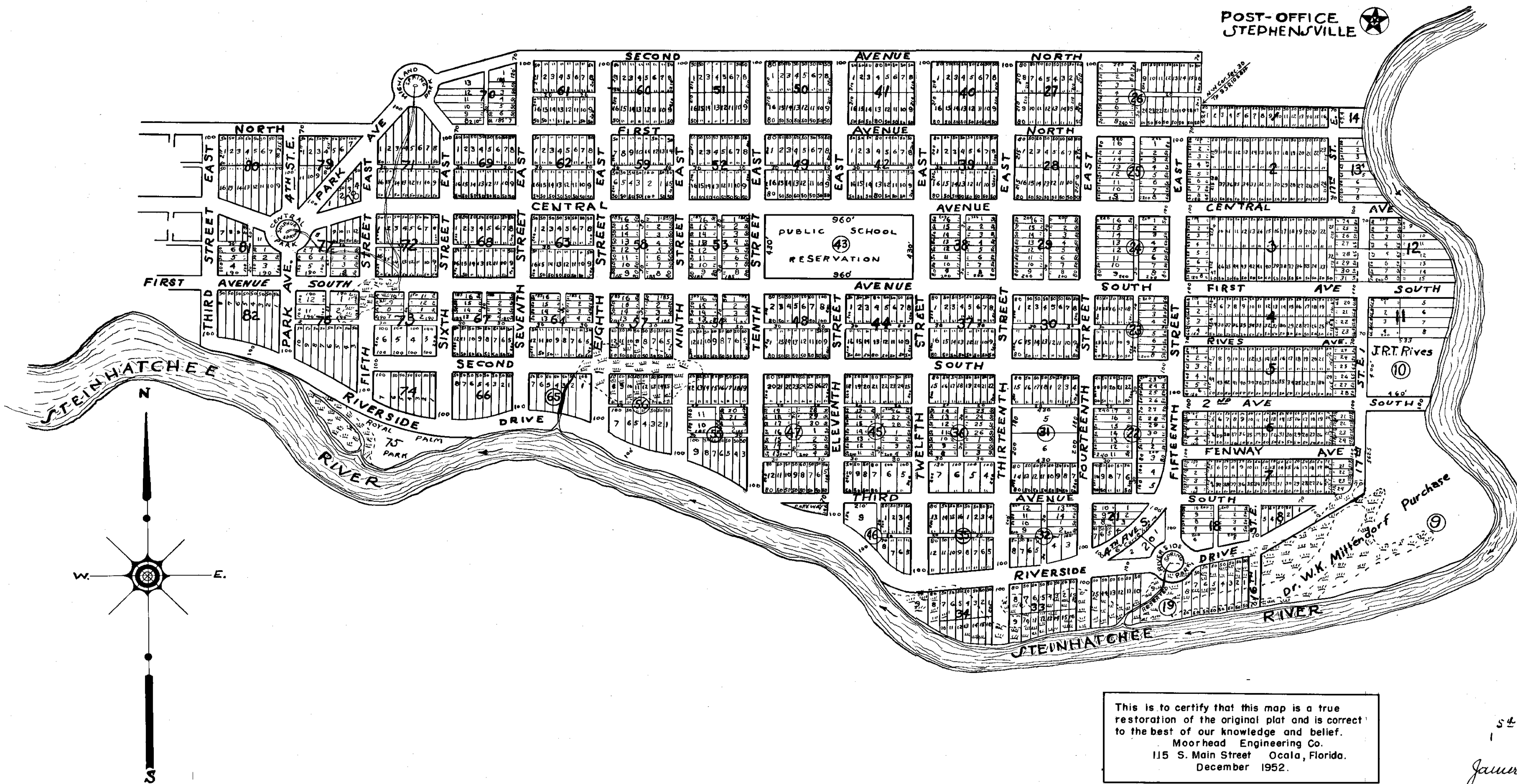
# STEINHATCHEE

## TAYLOR COUNTY FLORIDA

SCALE - 1" = 400'

1921

This Subdivision embraces:  
The S.E. 1/4 Section 22 - The S.W. 1/4 Section 23 - A fractional Part of the  
S.E. 1/4 of Section 24 - All of Sections 25 and 26 lying North  
of the Steinhatchee River - All in Township 9 S. Range 10 East. Also all  
of Section 30 lying North and West of the Steinhatchee River - All in  
Township 9 South Range 10 East



This is to certify that this map is a true  
restoration of the original plat and is correct  
to the best of our knowledge and belief.  
Moorhead Engineering Co.  
115 S. Main Street Ocala, Florida.  
December 1952.

5<sup>th</sup> 10 April  
a  
James H. Jackson

Planned By: W.F. Cuthbert, S.C. Quinn - Perry, Fla. Drawn By: R.H. Woods - Perry, Fla.



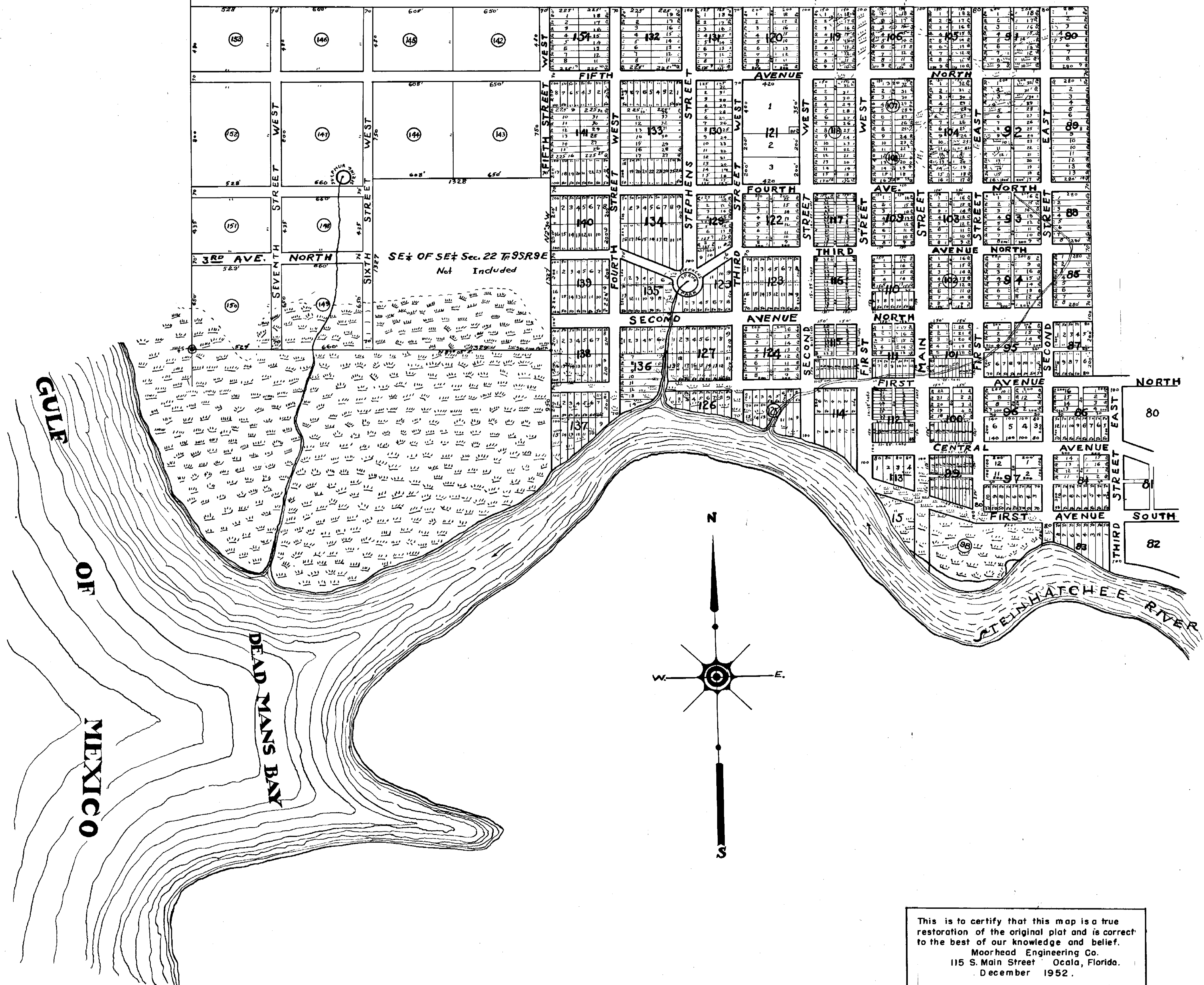
27

# STEINHATCHEE

## TAYLOR COUNTY FLORIDA

27

SHEET 2 OF 2 SHEETS



**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**STEINHATCHEE VILLAGE**

This Declaration made this 16 day of Oct, 2003, by  
**STEINHATCHEE RIVERGATE, LLC**, a Florida limited liability company (herein  
"Developer").

**WITNESSETH:**

**WHEREAS**, Developer, as owner of certain real property along the Steinhatchee River in Taylor County, Florida, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create a unique community known as Steinhatchee Village (herein "Development"); and

**WHEREAS**, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

**WHEREAS**, Developer has caused or will cause to be incorporated under the laws of the State of Florida, **STEINHATCHEE VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall constitute covenants running with the land and each and every Lot being a part thereof.

## ARTICLE I

### DEFINITIONS

The following words and terms, when used in this Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

1.01 **Association.** "Association" shall mean **STEINHATCHEE VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation.

1.02 **Board of Directors or Board.** "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.03 **Bylaws.** "Bylaws" shall mean the Bylaws of the Association.

1.04 **Common Expense.** "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair, or replacement of Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the Association; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.05 **Common Properties.** "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated as a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units, or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors or the Association) subject to the fee schedules and operating rules adopted by the Association. The Common Properties may include but not be limited to entrance area with improvements, front entrance gate, front entrance median structures, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal

dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool. The Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Association.

1.06 **Covenants**. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens as set forth in this Declaration.

1.07 **Declaration**. "Declaration" shall mean this Declaration of Covenants and Restrictions for Steinhatchee Village and any supplemental Declaration filed pursuant to the terms hereof.

1.08 **Developer**. "Developer" shall mean Steinhatchee Rivergate, LLC, a Florida limited liability company, and its successors and/or assigns.

1.09 **Dwelling Unit**. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.

1.10 **Lot or Lots**. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property that is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

1.11 **Manager**. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.12 **Member or Members**. "Member" or "Members" shall mean any or all Owner or Owners.

1.13 **Mortgage**. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.14 **Mortgagee**. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.15 **Owner**. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Court of Taylor County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property. The Developer may be an Owner.

1.16 **Property**. "Property" shall mean and refer to the real property described in Section 2.01 hereof, and any additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.17 **Record or To Record.** "Record" or "To Record" shall mean to record pursuant to the laws of the State of Florida relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.18 **Clerk of Court.** "Clerk of Court" shall mean and refer to the Register of Deeds of Taylor County, Florida.

## ARTICLE II

### **PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON**

2.01 **Property.** The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Taylor County, Florida and more particularly described in Exhibit "A" attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged, or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained or granted by Developer or the Association for the purpose of erection and maintenance of streets, street lights, entrance area with improvements, front entrance gate, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool, and maintenance thereof, shall be considered property and subject to these Covenants. Every person who is or shall be a Record Owner shall be deemed by taking of such record title to agree to all terms and provisions of this Declaration.

2.02 **Association.** The Developer has caused or will cause the Association to be formed and incorporated under the Laws of the State of Florida for the purpose of carrying on one or more of the functions of a homeowners association including, but not limited to, exercising all the powers and privileges performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association as more particularly set forth in the Bylaws of the Association.

2.03 **Additions to Property.** Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) **Additions.** The Developer, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the Development beyond those described in Exhibit "A" so long as they are contiguous with the then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous.

The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such other complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole independent judgment of the Developer, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the restrictions and covenants applicable to the Property as described in Section 2.01 above.

**2.04 Common Properties and Improvement Thereon.** The Developer will install initially the entrance area with improvements, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp, 8-foot dock and pool to the Development. They shall become part of the Common Properties when the Developer conveys them to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of same. Once the Developer has conveyed the common properties, it shall have no further obligation to the Association or to Member or Owner. The Developer and the Association may add additional Common Properties from time to time as they may see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of the Common Properties as a sales office, storage area, or an observation tower, as may be required, convenient or incidental to the sale of Lots and/or the construction of improvements on the Common Properties.

### ARTICLE III

#### COVENANTS, USES AND RESTRICTIONS

**3.01 Application.** It is expressly stipulated that the Restrictive Covenants and conditions set forth in this article III apply solely to the Property described in Exhibit "A". All Lots shall be owned and used exclusively for single-family residential purposes unless otherwise approved by Developer. For those Lots that the Developer agrees may be leased or rented, shall be done so subject to the rules and regulations of the Association. No mobile homes, house trailers, doublewides, campers, motor homes, or temporary housing of any type shall be located (or erected) on any Lot. All boats and boat trailers must be kept neat and orderly in appearance.



3.02 **Minimum Size of Dwelling Units.** Dwelling Units shall be constructed having a minimum floor area of nine hundred (900) square feet exclusive of covered walks and open porches. Temporary housing of any type is not permitted on any Lot.

3.03 **Easements.** Easements shall be as recorded, and may include ten (10) foot drainage and utility easements along the lot lines; an easement to the 8-foot wide dock that stretches along the waterfront adjacent to the property to the stone seawall; septic tank drain field easements; and all easements set forth in the deed and noted on the recorded plat of the property

3.04 **Sewage.** There shall not be erected, permitted, maintained or operated on any Lot, any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all government authorities which have jurisdiction. All Dwelling Units shall have a step sewer system utilizing a septic tank effluent pumping system. This system shall meet the minimum specifications approved by The Florida Department of Health and approval of said facilities must be so obtained prior to occupancy. The effluent from such system shall not be permitted to discharge into a stream, ditch, or drain and shall connect to the gravity fed, step sewer system operated by Taylor County, Florida. Owners shall be responsible for all tap fees or monthly sewer fees as established from time to time by Taylor County, Florida, as well as any future fees associated with the change from septic tanks to central sewage.

3.05 **Water Supply.** Each Dwelling Unit, when built, must utilize as its main source of water supply, the existing public water main located in the right-of-way of Summer Pointe fronting all Lots. Private water wells may be drilled and maintained on any Lot with prior approval by the State of Florida Department of Health pertaining to quality standards, location and safety standards. Owners are responsible for water meter tap fees and monthly service fees as established from time to time by the Steinhatchee Village Water Association.

3.06 **Nuisance.** No Owner will do, or permit to be done, any act upon his Lot which may be, or is, or may become, a nuisance to other Owners or residents.

3.07 **Residential Use.** As provided in Section 3.01 above, "residential" refers to a mode of occupancy, as used in contra-distinction to "business" or "commercial" or "mercantile" activity, and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon. No Lot shall be used for any business or commercial purpose, unless approved by the Developer. However, in-home offices where no client or merchandise is visited or delivered, may be permitted as an exception to this restriction upon prior written consent of Developer, its successors or assigns, or the Association. Upon approval from the Developer, an Owner shall be permitted to rent their individual property as a vacation rental, and participate in a rental program, should one exist.



3.08 **Lot Maintenance.** No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any Lot, including vacant Lots. Rights-of-way shall be kept free of fallen trees and limbs and kept in a neat and orderly appearance by each Owner.

3.09 **Trash or Garbage Receptacles.** No trash, rubbish, or garbage may be burned on any Lot. All trash or garbage receptacles must be screened. There shall be no dumping or refuse disposal in ravines, or in water tributaries or ponds. Each owner shall deliver the contents of their trash or garbage receptacles to the dumpsters provided by the Association. No Owner shall be allowed to clean fish on the common property unless there are designated facilities for such purpose.

3.10 **Riverbanks.** Each owner of Lots fronting the Steinhatchee River is responsible for the maintenance of the vegetation and natural growth along the riverbanks and the control of erosion as to that portion appurtenant to said Owner's Lot.

3.11 **Utility Service Lines.** All utility service lines, including but not limited to, water, electrical, telephone and cable TV must be located and constructed underground as they are brought into Lots, Dwelling Units, or other structures from primary service lines.

3.12 **Signage.** Permanent signs are not permitted in public view on any Lot unless approved by the Developer. Owners will be allowed name plates on their house with a maximum plate size of 8 inches high by 24 inches long with language acceptable to the Florida Division of Motor Vehicles, or acceptable to the Homeowners Association. Temporary signs - "For Sale", "For Rent", or an advertising sign may be utilized by an Owner's builder. No real estate sign shall be greater than 16 square feet and advertising signs shall not exceed 4 square feet. All signs shall be promptly removed upon completion of a sales activity.

3.13 **Conveyances.** Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these Restrictive Covenants, and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.14 **Docks or Water Facilities.** No docks or water facilities shall be constructed or permitted to remain on or adjacent to any Lot. Developer has provided a boat ramp and a common 8-foot dock along the waterfront adjacent to the stone seawall for access to the Steinhatchee River for loading and unloading of individually owned boats. Owners and their guests should use this boat ramp and dock for such purposes. No Owner shall allow the mooring of boats owned by Owner or their guests along the common dock for longer than forty-eight (48) hours.

3.15 **Successors/Assigns.** The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the Developer, and its successors or assigns; (b) the grantees in Deed conveying the Lots, their respective heirs, executors, administrators, or assigns; (c) any subsequent Owner of any Lots; or (d) the Association. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter, as to the same breach or any breach prior or subsequent thereto.

3.16 **Variances.** The undersigned Developer reserves the right to grant minor variances from these Restrictive Covenants, or to waive minor violations thereof, which do not, in its sole judgment, materially affect the purposes sought to be attained by the imposition of these Restrictive Covenants. Any such variances shall be in writing, signed by the Developer and recorded in the Register's office of Taylor County, Florida. Upon such recording, the variance shall be conclusive and binding upon all Owners of Lots and their heirs, successors and assigns.

3.17 **Running with Land.** These Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of fifty (50) years from the date these Restrictive Covenants are recorded. After which the said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five (75) percent of the then Owners of the Lots has been recorded agreeing to terminate or change said Restrictive Covenants in whole or in part.

3.18 **Independent and Separate Covenants.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

3.19 **Violation of Covenants.** If any owner or owners shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for Developer, its successors and/or assigns, and the Homeowners Association of any person or persons owning any of said Lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs.

3.20 **Enforcement.** By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive covenants by any person other than itself.

ARTICLE IV

ARCHITECTURAL CONTROL

4.01 **Architectural and Design Review.** In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

a) The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the Office of the Clerk of Court a document stating that the Developer reserves unto itself, its successors, or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Office of the Clerk of Court a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it.

b) No Dwelling Unit, other building, structure, fences, exterior lighting, walls, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered; no trees or shrubs shall be cut or removed; and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer of the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within thirty (30) days of submission. However, if written approval or disapproval is not given within thirty (30) days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review

Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Taylor County, Florida, to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

c) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Board and shall initially be set at Two Hundred Fifty (\$250.00) Dollars.

d) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 **Approval Standards.** Approval of any proposed building plan, location specifications or construction schedule submitted under this Article, will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of the Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the architectural review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 **Licensing.** All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Florida, or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

## ARTICLE V

### **ASSESSMENTS**

5.01 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of

each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

**5.02 Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties.

**5.03 Amount of Annual Assessment.** Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five (75%) percent of the Members who are in attendance or represented by proxy at the annual, or any special meeting of the Association, vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

**5.04 Special Assessments for Improvements and Additions.** In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five (75%) percent of the vote of Members who are in attendance, or represented at a duly called meeting of the Association. Written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purposes of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

**5.05 Property Subject to Assessment.** Only land within the Property that has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.



5.06 **Exempt Property.** No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties, or by abandonment of his Lot in any other way.

5.07 **Date of Commencement of Annual Assessments.**

a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

b) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first, shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.

c) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 **Lien.** Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Florida. Failure by the owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 **Lease, Sale or Mortgage of Lot.** Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the sums of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to the Association, before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amount paid by the grantee(s) therefor.

## ARTICLE VI

### REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES

6.01 Register of Owners and Mortgages. The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any Lot, and the recording information which shall be pertinent to identify the mortgage and mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 Examination of Books. Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.

## ARTICLE VII

### OWNER COMPLAINTS

7.01 Scope. The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use of enjoyment of the property or any portion thereof or regarding any matter within the control or jurisdiction of the

Association, including, without limitation, decisions of the Association or the Board of Directors of the Association.

**7.02 Grievance Committee.** There shall be established by the Board a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and two (2) other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee.

**7.03 Form of Complaint.** All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 10.04 for sending notices.

**7.04 Consideration by the Grievance Committee.** Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reason therefor. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if the complainant does not, the decision shall be final and binding upon the complainant.

**7.05 Hearing Before the Grievance Committee.** Within ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Grievance Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two (2) members of the Grievance Committee and may be adjourned from time to time as the Grievance Committee, in its discretion, deems necessary or advisable. The Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

**7.06 Questions of Law.** Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

**7.07 Questions of Fact; Arbitration.** If there shall be any dispute as to any material fact, either the Grievance Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and

the Grievance Committee. In the event of arbitration, each party shall bear one-half (1/2) of the expense thereof.

7.08 **Exclusive Remedy.** The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7.09 **Expenses.** All expenses incurred by complainant including, without limitation, attorney's fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

## ARTICLE VIII

### **REMEDIES ON DEFAULT**

8.01 **Scope.** Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist, or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitee or agents.

8.02 **Grounds for and Form of Relief.** Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner. In addition, at the option of the Developer or the Association, a defaulting Owner may be denied access to and use of Common Properties.

8.03 **Recovery of Expenses.** In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 8.02, be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorney's fees.

8.04 **Waiver.** The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

8.05 **Election of Remedies.** All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of an one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to any such party at law or in equity.

## ARTICLE IX

### EMINENT DOMAIN

9.01 **Board's Authority.** If all or any part of the Common Properties (excluding personality) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

- a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.
- b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.
- c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.



9.02 **Notice to Owners.** Each Owner on records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's own expenses.

9.03 **Reimbursement of Expenses.** The Developer and/or Board shall be reimbursed for all attorneys, engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

## ARTICLE X

### GENERAL PROVISIONS

10.01 **Duration.** The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 **Amendments.** This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:

a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect mortgagees rights shall also be sent to each mortgagee listed upon the register of the Association.

b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five (75%) percent vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the

mortgagees must be approved by an affirmative seventy-five (75%) percent vote of the mortgagees of which the Association has been properly notified (based upon one vote for each Lot on which a first mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

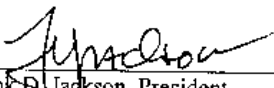
c) An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any mortgagee, prospective purchaser, tenant, licnor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

d) The certificate referred to in paragraph C of this Section shall be in substantially the following form:

**CERTIFICATE**

I, FRANK D. JACKSON, do hereby certify that I am the President of the Steinhatchee Village Homeowners Association, Inc., and that the within Declaration of Covenants and Restrictions of Steinhatchee Village Homeowners Association, Inc. was duly adopted by the Owners of said Association, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 6 day of OCT, 2003.

  
\_\_\_\_\_  
Frank D. Jackson, President  
Steinhatchee Village Homeowners Association, Inc.

10.3 **Dedication of Streets.** After the Common Property has been transferred and conveyed to the Association any portions of the Common Properties, including but not limited to, the streets, may be transferred and conveyed to Taylor County, Florida and dedicated for public purposes upon approval of such action by the Members of the Association in the same manner as this Declaration may be amended by the Members.

10.4 **Notices.** Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or mortgagee on the records of the Association at the time of such mailing. Notice to one of the two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration, shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

The address for the Board, the Association, or any officer thereof, may be changed by the Secretary, or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.5 **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, Sentence, Clause, Phrase or Term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.6 **Captions.** The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

10.7 **Use of Terms.** Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.8 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any provision hereof.

10.9 **Law Governing.** This Declaration is made in the State of Florida, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that state.

10.10 **Effective Date.** This Declaration shall become effective upon its recording in the Office of the Register of Taylor County, Florida.

IN WITNESS WHEREOF, STEINHATCHEE RIVERGATE, LLC, a Florida limited liability company, has caused this instrument to be executed by its duly authorized officer on this the 6 day of OCT, 2003.

STEINHATCHEE RIVERGATE, LLC  
Florida limited liability company

By: [Signature]  
Name: Frank D. Jackson  
Title: Mgr. MBE.

STATE OF GEORGIA  
COUNTY OF COBB

BEFORE ME, Gacton L. Drexinger, of the state and county aforesaid, personally appeared **Frank D. Jackson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member (or other officer), authorized to execute the instrument of the **STEINHATCHEE RIVERGATE, LLC**, the within named limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Managing Member.

WITNESS my hand and seal, at office in Marietta, Georgia, this 6 day of October, 2003.

[Signature]  
Notary Public, State of Georgia  
My commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires December 13, 2003

**EXHIBIT "A"**

**PROPERTY SUBJECT TO THE DECLARATION**

- (1) ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Taylor County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15 and 16 of Block 34, of the Steinhatchee Subdivision, according to the map or plat of said Steinhatchee Subdivision, on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26 and 27 and a part of Lot 6 of Block 34 of Steinhatchee Subdivision, being more particularly described as follows:

Commence at the Northeast corner of Block 34 of Steinhatchee Subdivision and run South 00° 14' 18" West, along the East boundary line of Block 34, a distance of 200.00 feet to the Southeast corner of Lot 1; thence run South 84° 20' 48" West 251.33 feet along the South boundary of Lots 1, 2, 3, 4, 5, to the southeast corner of Lot 6 for the Point of Beginning; thence from said Point of Beginning, continue South 84° 20' 48" West, 28.80 feet to a point; thence run North 36° 55' 17" West, 18.97 feet to a point; thence run North 33° 32' 49" East 57.09 feet to a point; thence run North 37° 45' 35" East, 14.37 feet to the Easterly boundary of Lot 6; thence run South 00° 14' 18" West 71.27 feet back to the Point of Beginning.

Parcel Identification Number: 25-09-09-09673-100

AND

- (2) Lots 13, 14, 15 of Block 19 of the Steinhatchee Subdivision, a map or plat of said subdivision being of record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26.

Parcel Identification Number: 25-09-09-09596-825



**STEINHATCHEE VILLAGE SUBDIVISION**

**PARCEL 9 (COMMON AREA)**

Commence at the Northeast corner of Lot 13, Block 19, Steinhatchee Subdivision, as per plat or map recorded in the Office of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26 and run South 81° 16' 19" West along the Southerly right-of-way line of Riverside Drive, 156.54 feet to the Northwest corner of Lot 15, of said Block 19; thence run South 01° 53' 50" East along the East right-of-way of Fourteenth Street East, 180.49 feet for the POINT OF BEGINNING; thence from said Point of Beginning, run North 81° 17' 33" East, 21.06 feet to a point on a 25 foot cul-de-sac; thence run in a counter clockwise direction, along the arc of said cul-de-sac, an arc distance of 66.13 feet, through a central angle of 151° 32' 56"; thence run South 02° 53' 53" East, 114.47 feet; thence run North 77° 33' 46" East, 52.59 feet; thence run South 86° 43' 25" East, 52.16 feet; thence North 77° 53' 07" East, 56.13 feet; thence run North 71° 05' 01" East, 51.81 feet; thence North 71° 06' 59" East, 51.54 feet; thence run South 03° 56' 49" West, 16.87 feet to the North bank of the Steinhatchee River; thence run in a Southwesterly direction along said river bank, a chord bearing of South 75° 50' 22" West, 210.99 feet; thence continue Southwesterly along said river bank a chord bearing of South 63° 53' 16" West, 56.40 feet; thence run in a Northwesterly direction along said river bank, a chord bearing of North 23° 27' 26" West, 158.69 feet; thence run North 01° 52' 44" West, 37.91 feet to the Point of Beginning.

**AMENDED DECLARATION OF COVENANTS AND  
RESTRICTIONS****FOR****STEINHATCHEE VILLAGE**

This Declaration made this 16<sup>th</sup> day of June, 2004, by  
**STEINHATCHEE RIVERGATE, LLC**, a Georgia limited liability company (herein  
"Developer").

**WITNESSETH:**

**WHEREAS**, Developer, as owner of certain real property along the Steinhatchee River in Taylor County, Florida, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create a unique community known as Steinhatchee Village (herein "Development"); and

**WHEREAS**, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

**WHEREAS**, Developer has caused or will cause to be incorporated under the laws of the State of Florida, **STEINHATCHEE VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall constitute covenants running with the land and each and every Lot being a part thereof.

## ARTICLE I

### DEFINITIONS

The following words and terms, when used in this Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

1.01 **Association**. "Association" shall mean STEINHATCHEE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation.

1.02 **Board of Directors or Board**. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.03 **Bylaws**. "Bylaws" shall mean the Bylaws of the Association.

1.04 **Common Expense**. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair, or replacement of Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the Association; (d) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.05 **Common Properties**. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated as a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units, or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors or the Association) subject to the fee schedules and operating rules adopted by the Association. The Common Properties may include but not be limited to entrance area with improvements, front entrance gate, front entrance median structures, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal

dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool. The Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Association.

1.06 **Covenants.** "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens as set forth in this Declaration.

1.07 **Declaration.** "Declaration" shall mean this Declaration of Covenants and Restrictions for Steinhatchee Village and any supplemental Declaration filed pursuant to the terms hereof.

1.08 **Developer.** "Developer" shall mean Steinhatchee Rivergate, I.L.C, a Florida limited liability company, and its successors and/or assigns.

1.09 **Dwelling Unit.** "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.

1.10 **Lot or Lots.** "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property that is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

1.11 **Manager.** "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.12 **Member or Members.** "Member" or "Members" shall mean any or all Owner or Owners.

1.13 **Mortgage.** "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.14 **Mortgagee.** "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.15 **Owner.** "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Court of Taylor County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property. The Developer may be an Owner.

1.16 **Property.** "Property" shall mean and refer to the real property described in Section 2.01 hereof, and any additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.17 **Record or To Record.** "Record" or "To Record" shall mean to record pursuant to the laws of the State of Florida relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.18 **Clerk of Court.** "Clerk of Court" shall mean and refer to the Register of Deeds of Taylor County, Florida.

1.19 **Surface Water System.** "Surface Water System" shall mean a Surface Water or Storm Water Management System which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

## ARTICLE II

### **PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON**

2.01 **Property.** The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Taylor County, Florida and more particularly described in Exhibit "A" attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged, or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained or granted by Developer or the Association for the purpose of erection and maintenance of streets, street lights, entrance area with improvements, front entrance gate, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool, and maintenance thereof, shall be considered property and subject to these Covenants. Every person who is or shall be a Record Owner shall be deemed by taking of such record title to agree to all terms and provisions of this Declaration.

2.02 **Association.** The Developer has caused or will cause the Association to be formed and incorporated under the Laws of the State of Florida for the purpose of carrying on one or more of the functions of a homeowners association including, but not limited to, exercising all the powers and privileges performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association as more particularly set forth in the Bylaws of the Association.

2.03 **Additions to Property.** Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. The Developer, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the Development beyond those described in Exhibit "A" so long as they are contiguous with the then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such other complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole independent judgment of the Developer, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the restrictions and covenants applicable to the Property as described in Section 2.01 above.

2.04 Common Properties and Improvement Thereon. The Developer will install initially the entrance area with improvements, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp, 8-foot dock and pool to the Development. They shall become part of the Common Properties when the Developer conveys them to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of same. Once the Developer has conveyed the common properties, it shall have no further obligation to the Association or to Member or Owner. The Developer and the Association may add additional Common Properties from time to time as they may see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of the Common Properties as a sales office, storage area, or an observation tower, as may be required, convenient or incidental to the sale of Lots and/or the construction of improvements on the Common Properties.

### ARTICLE III

#### COVENANTS, USES AND RESTRICTIONS

3.01 **Application.** It is expressly stipulated that the Restrictive Covenants and conditions set forth in this article III apply solely to the Property described in Exhibit "A". All Lots shall be owned and used exclusively for single-family residential purposes unless otherwise approved by Developer. For those Lots that the Developer agrees may be leased or rented, shall be done so subject to the rules and regulations of the Association. No mobile homes, house trailers, doublewides, campers, motor homes, or temporary housing of any type shall be located (or erected) on any Lot. All boats and boat trailers must be kept neat and orderly in appearance.

3.02 **Minimum Size of Dwelling Units.** Dwelling Units shall be constructed having a minimum floor area of nine hundred (900) square feet exclusive of covered walks and open porches. Temporary housing of any type is not permitted on any Lot.

3.03 **Easements.** Easements shall be as recorded, and may include ten (10) foot drainage and utility easements along the lot lines; an easement to the 8-foot wide dock that stretches along the waterfront adjacent to the property to the stone seawall; septic tank drain field easements; and all easements set forth in the deed and noted on the recorded plat of the property

3.04 **Sewage.** There shall not be erected, permitted, maintained or operated on any Lot, any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all government authorities which have jurisdiction. All Dwelling Units shall have a step sewer system utilizing a septic tank effluent pumping system. This system shall meet the minimum specifications approved by The Florida Department of Health and approval of said facilities must be so obtained prior to occupancy. The effluent from such system shall not be permitted to discharge into a stream, ditch, or drain and shall connect to the gravity fed, step sewer system operated by Taylor County, Florida. Owners shall be responsible for all tap fees or monthly sewer fees as established from time to time by Taylor County, Florida, as well as any future fees associated with the change from septic tanks to central sewage.

3.05 **Water Supply.** Each Dwelling Unit, when built, must utilize as its main source of water supply, the existing public water main located in the right-of-way of Summer Pointe fronting all Lots. Private water wells may be drilled and maintained on any Lot with prior approval by the State of Florida Department of Health pertaining to quality standards, location and safety standards. Owners are responsible for water meter tap fees and monthly service fees as established from time to time by the Steinhatchee Village Water Association.

3.06 **Nuisance.** No Owner will do, or permit to be done, any act upon his Lot which may be, or is, or may become, a nuisance to other Owners or residents.

3.07 **Residential Use.** As provided in Section 3.01 above, "residential" refers to a mode of occupancy, as used in contra-distinction to "business" or "commercial" or "mercantile" activity, and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to



buildings constructed thereon. No Lot shall be used for any business or commercial purpose, unless approved by the Developer. However, in-home offices where no client or merchandise is visited or delivered, may be permitted as an exception to this restriction upon prior written consent of Developer, its successors or assigns, or the Association. Upon approval from the Developer, an Owner shall be permitted to rent their individual property as a vacation rental, and participate in a rental program, should one exist.

3.08 **Lot Maintenance.** No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any Lot, including vacant Lots. Rights-of-way shall be kept free of fallen trees and limbs and kept in a neat and orderly appearance by each Owner.

3.09 **Trash or Garbage Receptacles.** No trash, rubbish, or garbage may be burned on any Lot. All trash or garbage receptacles must be screened. There shall be no dumping or refuse disposal in ravines, or in water tributaries or ponds. Each owner shall deliver the contents of their trash or garbage receptacles to the dumpsters provided by the Association. No Owner shall be allowed to clean fish on the common property unless there are designated facilities for such purpose.

3.10 **Riverbanks.** Each owner of Lots fronting the Steinhatchee River is responsible for the maintenance of the vegetation and natural growth along the riverbanks and the control of erosion as to that portion appurtenant to said Owner's Lot.

3.11 **Utility Service Lines.** All utility service lines, including but not limited to, water, electrical, telephone and cable TV must be located and constructed underground as they are brought into Lots, Dwelling Units, or other structures from primary service lines.

3.12 **Signage.** Permanent signs are not permitted in public view on any Lot unless approved by the Developer. Owners will be allowed name plates on their house with a maximum plate size of 8 inches high by 24 inches long with language acceptable to the Florida Division of Motor Vehicles, or acceptable to the Homeowners Association. Temporary signs - "For Sale", "For Rent", or an advertising sign may be utilized by an Owner's builder. No real estate sign shall be greater than 16 square feet and advertising signs shall not exceed 4 square feet. All signs shall be promptly removed upon completion of a sales activity.

3.13 **Conveyances.** Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these Restrictive Covenants, and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.14 **Docks or Water Facilities.** No docks or water facilities shall be constructed or permitted to remain on or adjacent to any Lot. Developer has provided a boat ramp and a common 8-foot dock along the waterfront adjacent to the stone seawall

for access to the Steinhatchee River for loading and unloading of individually owned boats. Owners and their guests should use this boat ramp and dock for such purposes. No Owner shall allow the mooring of boats owned by Owner or their guests along the common dock for longer than forty-eight (48) hours.

3.15 **Successors/Assigns.** The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the Developer, and its successors or assigns; (b) the grantees in Deed conveying the Lots, their respective heirs, executors, administrators, or assigns; (c) any subsequent Owner of any Lots; or (d) the Association. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter, as to the same breach or any breach prior or subsequent thereto.

3.16 **Variances.** The undersigned Developer reserves the right to grant minor variances from these Restrictive Covenants, or to waive minor violations thereof, which do not, in its sole judgment, materially affect the purposes sought to be attained by the imposition of these Restrictive Covenants. Any such variances shall be in writing, signed by the Developer and recorded in the Register's office of Taylor County, Florida. Upon such recording, the variance shall be conclusive and binding upon all Owners of Lots and their heirs, successors and assigns.

3.17 **Running with Land.** These Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of fifty (50) years from the date these Restrictive Covenants are recorded. After which the said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five (75) percent of the then Owners of the Lots has been recorded agreeing to terminate or change said Restrictive Covenants in whole or in part.

3.18 **Independent and Separate Covenants.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

3.19 **Violation of Covenants.** If any owner or owners shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for Developer, its successors and/or assigns, and the Homeowners Association of any person or persons owning any of said Lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs.

3.20 **Enforcement.** By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board

to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive covenants by any person other than itself.

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Taylor County, Florida for any such attorneys' fees awarded to the District by any Court or administrative body.

**3.21 Duties of Association and Owners.** The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

**4.01 Architectural and Design Review.** In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

a) The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to

the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the Office of the Clerk of Court a document stating that the Developer reserves unto itself, its successors, or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Office of the Clerk of Court a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it.

b) No Dwelling Unit, other building, structure, fences, exterior lighting, walls, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered; no trees or shrubs shall be cut or removed; and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within thirty (30) days of submission. However, if written approval or disapproval is not given within thirty (30) days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Taylor County, Florida, to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

c) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Board and shall initially be set at Two Hundred Fifty (\$250.00) Dollars.

d) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the

location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 **Approval Standards.** Approval of any proposed building plan, location specifications or construction schedule submitted under this Article, will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of the Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the architectural review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 **Licensing.** All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Florida, or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

## ARTICLE V

### **ASSESSMENTS**

5.01 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original

Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

5.02 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties.

5.03 **Amount of Annual Assessment.** Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five (75%) percent of the Members who are in attendance or represented by proxy at the annual, or any special meeting of the Association, vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.04 **Special Assessments for Improvements and Additions.** In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five (75%) percent of the vote of Members who are in attendance, or represented at a duly called meeting of the Association. Written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purposes of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.05 **Property Subject to Assessment.** Only land within the Property that has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 **Exempt Property.** No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties, or by abandonment of his Lot in any other way.

5.07 **Date of Commencement of Annual Assessments.**

- a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

b) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first, shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.

c) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 **Lien.** Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Florida. Failure by the owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 **Lease, Sale or Mortgage of Lot.** Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the sums of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to the Association, before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amount paid by the grantee(s) therefor.

Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Any assessment not paid within 10 days of its due date shall be delinquent, and shall bear interest from the due date at 10% until paid in full, and the Association shall have the right to file a lien in the public records of Taylor County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

## ARTICLE VI

### **REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES**

6.01 **Register of Owners and Mortgages.** The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any Lot, and the recording information which shall be pertinent to identify the mortgage and mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 **Examination of Books.** Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.



## ARTICLE VII

### OWNER COMPLAINTS

7.01 **Scope.** The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use of enjoyment of the property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or the Board of Directors of the Association.

7.02 **Grievance Committee.** There shall be established by the Board a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and two (2) other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee.

7.03 **Form of Complaint.** All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 10.04 for sending notices.

7.04 **Consideration by the Grievance Committee.** Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reason therefor. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if the complainant does not, the decision shall be final and binding upon the complainant.

7.05 **Hearing Before the Grievance Committee.** Within ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Grievance Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two (2) members of the Grievance Committee and may be adjourned from time to time as the Grievance Committee, in its discretion, deems necessary or advisable. The Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

7.06 **Questions of Law.** Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7.07 **Questions of Fact; Arbitration.** If there shall be any dispute as to any material fact, either the Grievance Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Grievance Committee. In the event of arbitration, each party shall bear one-half (1/2) of the expense thereof.

7.08 **Exclusive Remedy.** The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7.09 **Expenses.** All expenses incurred by complainant including, without limitation, attorney's fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

## ARTICLE VIII

### **REMEDIES ON DEFAULT**

8.01 **Scope.** Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist, or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitee or agents.

8.02 **Grounds for and Form of Relief.** Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner. In addition, at the option of the Developer or the Association, a defaulting Owner may be denied access to and use of Common Properties.

8.03 **Recovery of Expenses.** In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 8.02, be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorney's fees.

8.04 **Waiver.** The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

8.05 **Election of Remedies.** All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to any such party at law or in equity.

## ARTICLE IX

### **EMINENT DOMAIN**

9.01 **Board's Authority.** If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

- a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.
- b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common

Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

- c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

9.02 **Notice to Owners.** Each Owner on records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's own expenses.

9.03 **Reimbursement of Expenses.** The Developer and/or Board shall be reimbursed for all attorneys, engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

## ARTICLE X

### **GENERAL PROVISIONS**

10.01 **Duration.** The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 **Amendments.** This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:

- a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the

notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect mortgagee's rights shall also be sent to each mortgagee listed upon the register of the Association.

b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five (75%) percent vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the mortgagees must be approved by an affirmative seventy-five (75%) percent vote of the mortgagees of which the Association has been properly notified (based upon one vote for each Lot on which a first mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

c) An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

d) Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

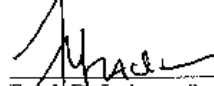
e) The certificate referred to in paragraph C of this Section shall be in substantially the following form:

#### CERTIFICATE

I, FRANK D. JACKSON, do hereby certify that I am the President of the Steinhatchee Village Homeowners Association, Inc., and that the within Declaration of Covenants and Restrictions of Steinhatchee Village Homeowners Association, Inc. was duly adopted by the Owners of said

Association, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 16<sup>th</sup> day of JUNE, 2004.



Frank D. Jackson, President  
Steinhatchee Village Homeowners Association, Inc.

10.3 **Dedication of Streets.** After the Common Property has been transferred and conveyed to the Association any portions of the Common Properties, including but not limited to, the streets, may be transferred and conveyed to Taylor County, Florida and dedicated for public purposes upon approval of such action by the Members of the Association in the same manner as this Declaration may be amended by the Members.

10.4 **Notices.** Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or mortgagee on the records of the Association at the time of such mailing. Notice to one of the two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration, shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

The address for the Board, the Association, or any officer thereof, may be changed by the Secretary, or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.5 **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, Sentence, Clause, Phrase or Term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.6 **Captions.** The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

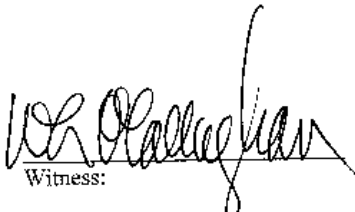
10.7 **Use of Terms.** Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.8 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any provision hereof.

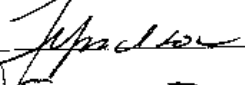
10.9 **Law Governing.** This Declaration is made in the State of Florida, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that state.

10.10 **Effective Date.** This Declaration shall become effective upon its recording in the Office of the Register of Taylor County, Florida.

IN WITNESS WHEREOF, STEINHATCHEE RIVERGATE, LLC, a Georgia limited liability company, has caused this instrument to be executed by its duly authorized officer on this the 16<sup>th</sup> day of June, 2004.

  
Witness:

STEINHATCHEE RIVERGATE, LLC  
Georgia limited liability company

By: 

Name: FRANK JACKSON


  
Witness:

Title: MANAGING MEMBER

STATE OF GEORGIA  
COUNTY OF COBB

BEFORE ME, Gaeton L. Drexinger, of the state and county aforesaid, personally appeared **Frank D. Jackson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member (or other officer), authorized to execute the instrument of the **STEINHATCHEE RIVERGATE, LLC**, the within named limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Managing Member.

WITNESS my hand and seal, at office in Marietta, Georgia, this 16<sup>TH</sup> day of June, 2004.

  
Notary Public, State of Georgia

My commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires December 14, 2007



EXHIBIT "A"

PROPERTY SUBJECT TO THE DECLARATION

- (1) ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Taylor County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15 and 16 of Block 34, of the Steinhatchee Subdivision, according to the map or plat of said Steinhatchee Subdivision, on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26 and 27 and a part of Lot 6 of Block 34 of Steinhatchee Subdivision, being more particularly described as follows:

Commence at the Northeast corner of Block 34 of Steinhatchee Subdivision and run South 00° 14' 18" West, along the East boundary line of Block 34, a distance of 200.00 feet to the Southeast corner of Lot 1; thence run South 84° 20' 48" West 251.33 feet along the South boundary of Lots 1, 2, 3, 4, 5, to the southeast corner of Lot 6 for the Point of Beginning; thence from said Point of Beginning, continue South 84° 20' 48" West, 28.80 feet to a point; thence run North 36° 55' 17" West, 18.97 feet to a point; thence run North 33° 32' 49" East 57.09 feet to a point; thence run North 37° 45' 35" East, 14.37 feet to the Easterly boundary of Lot 6; thence run South 00° 14' 18" West 71.27 feet back to the Point of Beginning.

Parcel Identification Number: 25-09-09-09673-100

AND

- (2) Lots 13, 14, 15 of Block 19 of the Steinhatchee Subdivision, a map or plat of said subdivision being of record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26.

Parcel Identification Number: 25-09-09-09596-825

G:\CHARLIE\CORPORATE\JACKSON, FRA\STEINHATCHEE\Dec. Res. Cuv. - Amended.doc

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**SUMMER POINTE**

Record Fee: 96.00

This Declaration made this 6 day of OCT, 2003, by  
**STEINHATCHEE RIVERGATE, LLC**, a Florida limited liability company (herein  
"Developer").

**WITNESSETH:**

**WHEREAS**, Developer, as owner of certain real property along the Steinhatchee River in Taylor County, Florida, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create a unique community known as Summer Pointe (herein "Development"); and

**WHEREAS**, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

**WHEREAS**, Developer has caused or will cause to be incorporated under the laws of the State of Florida, **SUMMER POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall constitute covenants running with the land and each and every Lot being a part thereof.

## ARTICLE I

### DEFINITIONS

The following words and terms, when used in this Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

1.01 Association. "Association" shall mean **SUMMER POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation.

1.02 Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.03 Bylaws. "Bylaws" shall mean the Bylaws of the Association.

1.04 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair, or replacement of Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the Association; (d) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.05 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated as a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units, or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors or the Association) subject to the fee schedules and operating rules adopted by the Association. The Common Properties may include but not be limited to entrance area with improvements, front entrance gate, front entrance median structures, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal

dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool. The Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Association.

1.06 **Covenants**. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens as set forth in this Declaration.

1.07 **Declaration**. "Declaration" shall mean this Declaration of Covenants and Restrictions for Summer Pointe and any supplemental Declaration filed pursuant to the terms hereof.

1.08 **Developer**. "Developer" shall mean Steinhatchee Rivergate, LLC, a Florida limited liability company, and its successors and/or assigns.

1.09 **Dwelling Unit**. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.

1.10 **Lot or Lots**. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property that is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

1.11 **Manager**. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.12 **Member or Members**. "Member" or "Members" shall mean any or all Owner or Owners.

1.13 **Mortgage**. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.14 **Mortgagee**. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.15 **Owner**. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Court of Taylor County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property. The Developer may be an Owner.

1.16 **Property**. "Property" shall mean and refer to the real property described in Section 2.01 hereof, and any additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.17 **Record or To Record.** "Record" or "To Record" shall mean to record pursuant to the laws of the State of Florida relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.18 **Clerk of Court.** "Clerk of Court" shall mean and refer to the Register of Deeds of Taylor County, Florida.

## ARTICLE II

### **PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON**

2.01 **Property.** The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Taylor County, Florida and more particularly described in Exhibit "A" attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged, or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained or granted by Developer or the Association for the purpose of erection and maintenance of streets, street lights, entrance area with improvements, front entrance gate, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool, and maintenance thereof, shall be considered property and subject to these Covenants. Every person who is or shall be a Record Owner shall be deemed by taking of such record title to agree to all terms and provisions of this Declaration.

2.02 **Association.** The Developer has caused or will cause the Association to be formed and incorporated under the Laws of the State of Florida for the purpose of carrying on one or more of the functions of a homeowners association including, but not limited to, exercising all the powers and privileges performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association as more particularly set forth in the Bylaws of the Association.

2.03 **Additions to Property.** Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) **Additions.** The Developer, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the Development beyond those described in Exhibit "A" so long as they are contiguous with the then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous.

The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such other complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole independent judgment of the Developer, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the restrictions and covenants applicable to the Property as described in Section 2.01 above.

2.04 **Common Properties and Improvement Thereon.** The Developer will install initially the entrance area with improvements, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp, 8-foot dock and pool to the Development. They shall become part of the Common Properties when the Developer conveys them to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of same. Once the Developer has conveyed the common properties, it shall have no further obligation to the Association or to Member or Owner. The Developer and the Association may add additional Common Properties from time to time as they may see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of the Common Properties as a sales office, storage area, or an observation tower, as may be required, convenient or incidental to the sale of Lots and/or the construction of improvements on the Common Properties.

### ARTICLE III

#### **COVENANTS, USES AND RESTRICTIONS**

3.01 **Application.** It is expressly stipulated that the Restrictive Covenants and conditions set forth in this article III apply solely to the Property described in Exhibit "A". All Lots shall be owned and used exclusively for single-family residential purposes unless otherwise approved by Developer. For those Lots that the Developer agrees may be leased or rented, shall be done so subject to the rules and regulations of the Association. No mobile homes, house trailers, doublewides, campers, motor homes, or temporary housing of any type shall be located (or erected) on any Lot. All boats and boat trailers must be kept neat and orderly in appearance.

3.02 **Minimum Size of Dwelling Units.** Dwelling Units shall be constructed having a minimum floor area of nine hundred (900) square feet exclusive of covered walks and open porches. Temporary housing of any type is not permitted on any Lot.

3.03 **Easements.** Easements shall be as recorded, and may include ten (10) foot drainage and utility easements along the lot lines; an easement to the 8-foot wide dock that stretches along the waterfront adjacent to the property to the stone seawall; septic tank drain field easements; and all easements set forth in the deed and noted on the recorded plat of the property

3.04 **Sewage.** There shall not be erected, permitted, maintained or operated on any Lot, any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all government authorities which have jurisdiction. All Dwelling Units shall have a step sewer system utilizing a septic tank effluent pumping system. This system shall meet the minimum specifications approved by The Florida Department of Health and approval of said facilities must be so obtained prior to occupancy. The effluent from such system shall not be permitted to discharge into a stream, ditch, or drain and shall connect to the gravity fed, step sewer system operated by Taylor County, Florida. Owners shall be responsible for all tap fees or monthly sewer fees as established from time to time by Taylor County, Florida, as well as any future fees associated with the change from septic tanks to central sewage.

3.05 **Water Supply.** Each Dwelling Unit, when built, must utilize as its main source of water supply, the existing public water main located in the right-of-way of Summer Pointe fronting all Lots. Private water wells may be drilled and maintained on any Lot with prior approval by the State of Florida Department of Health pertaining to quality standards, location and safety standards. Owners are responsible for water meter tap fees and monthly service fees as established from time to time by the Summer Pointe Water Association.

3.06 **Nuisance.** No Owner will do, or permit to be done, any act upon his Lot which may be, or is, or may become, a nuisance to other Owners or residents.

3.07 **Residential Use.** As provided in Section 3.01 above, "residential" refers to a mode of occupancy, as used in contra-distinction to "business" or "commercial" or "mercantile" activity, and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon. No Lot shall be used for any business or commercial purpose, unless approved by the Developer. However, in-home offices where no client or merchandise is visited or delivered, may be permitted as an exception to this restriction upon prior written consent of Developer, its successors or assigns, or the Association. Upon approval from the Developer, an Owner shall be permitted to rent their individual property as a vacation rental, and participate in a rental program, should one exist.

3.08 **Lot Maintenance.** No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any Lot, including vacant Lots. Rights-of-way shall be kept free of fallen trees and limbs and kept in a neat and orderly appearance by each Owner.

3.09 **Trash or Garbage Receptacles.** No trash, rubbish, or garbage may be burned on any Lot. All trash or garbage receptacles must be screened. There shall be no dumping or refuse disposal in ravines, or in water tributaries or ponds. Each owner shall deliver the contents of their trash or garbage receptacles to the dumpsters provided by the Association. No Owner shall be allowed to clean fish on the common property unless there are designated facilities for such purpose.

3.10 **Riverbanks.** Each owner of Lots fronting the Steinhatchee River is responsible for the maintenance of the vegetation and natural growth along the riverbanks and the control of erosion as to that portion appurtenant to said Owner's Lot.

3.11 **Utility Service Lines.** All utility service lines, including but not limited to, water, electrical, telephone and cable TV must be located and constructed underground as they are brought into Lots, Dwelling Units, or other structures from primary service lines.

3.12 **Signage.** Permanent signs are not permitted in public view on any Lot unless approved by the Developer. Owners will be allowed name plates on their house with a maximum plate size of 8 inches high by 24 inches long with language acceptable to the Florida Division of Motor Vehicles, or acceptable to the Homeowners Association. Temporary signs - "For Sale", "For Rent", or an advertising sign may be utilized by an Owner's builder. No real estate sign shall be greater than 16 square feet and advertising signs shall not exceed 4 square feet. All signs shall be promptly removed upon completion of a sales activity.

3.13 **Conveyances.** Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these Restrictive Covenants, and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.14 **Docks or Water Facilities.** No docks or water facilities shall be constructed or permitted to remain on or adjacent to any Lot. Developer has provided a boat ramp and a common 8-foot dock along the waterfront adjacent to the stone seawall for access to the Steinhatchee River for loading and unloading of individually owned boats. Owners and their guests should use this boat ramp and dock for such purposes. No Owner shall allow the mooring of boats owned by Owner or their guests along the common dock for longer than forty-eight (48) hours.



3.15 **Successors/Assigns.** The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the Developer, and its successors or assigns; (b) the grantees in Deed conveying the Lots, their respective heirs, executors, administrators, or assigns; (c) any subsequent Owner of any Lots; or (d) the Association. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter, as to the same breach or any breach prior or subsequent thereto.

3.16 **Variances.** The undersigned Developer reserves the right to grant minor variances from these Restrictive Covenants, or to waive minor violations thereof, which do not, in its sole judgment, materially affect the purposes sought to be attained by the imposition of these Restrictive Covenants. Any such variances shall be in writing, signed by the Developer and recorded in the Register's office of Taylor County, Florida. Upon such recording, the variance shall be conclusive and binding upon all Owners of Lots and their heirs, successors and assigns.

3.17 **Running with Land.** These Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of fifty (50) years from the date these Restrictive Covenants are recorded. After which the said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five (75) percent of the then Owners of the Lots has been recorded agreeing to terminate or change said Restrictive Covenants in whole or in part.

3.18 **Independent and Separate Covenants.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

3.19 **Violation of Covenants.** If any owner or owners shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for Developer, its successors and/or assigns, and the Homeowners Association of any person or persons owning any of said Lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs.

3.20 **Enforcement.** By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive covenants by any person other than itself.

ARTICLE IV

ARCHITECTURAL CONTROL

4.01 **Architectural and Design Review.** In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

a) The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the Office of the Clerk of Court a document stating that the Developer reserves unto itself, its successors, or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Office of the Clerk of Court a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it.

b) No Dwelling Unit, other building, structure, fences, exterior lighting, walls, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered; no trees or shrubs shall be cut or removed; and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer of the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within thirty (30) days of submission. However, if written approval or disapproval is not given within thirty (30) days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review

Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Taylor County, Florida, to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

c) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Board and shall initially be set at Two Hundred Fifty (\$250.00) Dollars.

d) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 **Approval Standards.** Approval of any proposed building plan, location specifications or construction schedule submitted under this Article, will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of the Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the architectural review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 **Licensing.** All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Florida, or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

## ARTICLE V

### **ASSESSMENTS**

5.01 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of

each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

5.02 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties.

5.03 **Amount of Annual Assessment.** Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five (75%) percent of the Members who are in attendance or represented by proxy at the annual, or any special meeting of the Association, vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.04 **Special Assessments for Improvements and Additions.** In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five (75%) percent of the vote of Members who are in attendance, or represented at a duly called meeting of the Association. Written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purposes of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.05 **Property Subject to Assessment.** Only land within the Property that has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 **Exempt Property.** No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties, or by abandonment of his Lot in any other way.

5.07 **Date of Commencement of Annual Assessments.**

a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

b) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first, shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.

c) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 **Lien.** Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Florida. Failure by the owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 **Lease, Sale or Mortgage of Lot.** Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the sums of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to the Association, before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amount paid by the grantee(s) therefor.

## ARTICLE VI

### **REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES**

6.01 **Register of Owners and Mortgages.** The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any Lot, and the recording information which shall be pertinent to identify the mortgage and mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 **Examination of Books.** Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.

## ARTICLE VII

### **OWNER COMPLAINTS**

7.01 **Scope.** The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use of enjoyment of the property or any portion thereof or regarding any matter within the control or jurisdiction of the

Association, including, without limitation, decisions of the Association or the Board of Directors of the Association.

7.02 **Grievance Committee.** There shall be established by the Board a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and two (2) other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee.

7.03 **Form of Complaint.** All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 10.04 for sending notices.

7.04 **Consideration by the Grievance Committee.** Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reason therefor. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if the complainant does not, the decision shall be final and binding upon the complainant.

7.05 **Hearing Before the Grievance Committee.** Within ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Grievance Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two (2) members of the Grievance Committee and may be adjourned from time to time as the Grievance Committee, in its discretion, deems necessary or advisable. The Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

7.06 **Questions of Law.** Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7.07 **Questions of Fact; Arbitration.** If there shall be any dispute as to any material fact, either the Grievance Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and

the Grievance Committee. In the event of arbitration, each party shall bear one-half (1/2) of the expense thereof.

7.08 **Exclusive Remedy.** The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7.09 **Expenses.** All expenses incurred by complainant including, without limitation, attorney's fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

## ARTICLE VIII

### REMEDIES ON DEFAULT

8.01 **Scope.** Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist, or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitee or agents.

8.02 **Grounds for and Form of Relief.** Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner. In addition, at the option of the Developer or the Association, a defaulting Owner may be denied access to and use of Common Properties.

8.03 **Recovery of Expenses.** In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 8.02, be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorney's fees.



8.04 **Waiver.** The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

8.05 **Election of Remedies.** All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of an one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to any such party at law or in equity.

## ARTICLE IX

### **EMINENT DOMAIN**

9.01 **Board's Authority.** If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

- a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.
- b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.
- c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

9.02 **Notice to Owners.** Each Owner on records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's own expenses.

9.03 **Reimbursement of Expenses.** The Developer and/or Board shall be reimbursed for all attorneys, engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

## ARTICLE X

### **GENERAL PROVISIONS**

10.01 **Duration.** The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 **Amendments.** This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:

a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect mortgagees rights shall also be sent to each mortgagee listed upon the register of the Association.

b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five (75%) percent vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the

mortgagees must be approved by an affirmative seventy-five (75%) percent vote of the mortgagees of which the Association has been properly notified (based upon one vote for each Lot on which a first mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

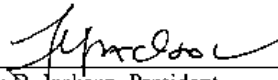
c) An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

d) The certificate referred to in paragraph C of this Section shall be in substantially the following form:

**CERTIFICATE**

I, FRANK D. JACKSON, do hereby certify that I am the President of the Summer Pointe Homeowners Association, Inc. and that the within Declaration of Covenants and Restrictions of Summer Pointe Homeowners Association, Inc. was duly adopted by the Owners of said Association, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 6 day of OCT, 2003.

  
\_\_\_\_\_  
Frank D. Jackson, President  
Summer Pointe Homeowners Association, Inc

10.3 **Dedication of Streets.** After the Common Property has been transferred and conveyed to the Association any portions of the Common Properties, including but not limited to, the streets, may be transferred and conveyed to Taylor County, Florida and dedicated for public purposes upon approval of such action by the Members of the Association in the same manner as this Declaration may be amended by the Members.

10.4 **Notices.** Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or mortgagee on the records of the Association at the time of such mailing. Notice to one of the two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration, shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

The address for the Board, the Association, or any officer thereof, may be changed by the Secretary, or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.5 **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, Sentence, Clause, Phrase or Term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.6 **Captions.** The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

10.7 **Use of Terms.** Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.8 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any provision hereof.

10.9 **Law Governing.** This Declaration is made in the State of Florida, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that state.

10.10 **Effective Date.** This Declaration shall become effective upon its recording in the Office of the Register of Taylor County, Florida.

IN WITNESS WHEREOF, STEINHATCHEE RIVERGATE, LLC, a Florida limited liability company, has caused this instrument to be executed by its duly authorized officer on this the 6 day of Oct, 2003

STEINHATCHEE RIVERGATE, LLC  
Florida limited liability company

By: [Signature]

Name: Frank D Jackson

Title: mgr. mbr.

STATE OF GEORGIA  
COUNTY OF COBB

BEFORE ME, Gaeton L. Drexinger, of the state and county aforesaid, personally appeared **Frank D. Jackson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member (or other officer), authorized to execute the instrument of the **STEINHATCHEE RIVERGATE, LLC**, the within named limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Managing Member.

WITNESS my hand and seal, at office in Marietta, Georgia, this 6<sup>th</sup> day of October, 2003.

[Signature]  
Notary Public, State of Georgia

My commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires December 13, 2003

**SUMMER POINTE SUBDIVISION****COMMON AREA AND ACCESS**

Commence at the Northeast corner of Lot 1, Block 34 of Steinhatchee Subdivision as per plat of said Subdivision on record in Plat Book 1, page 26 of the public records of Taylor County, Florida and run South  $00^{\circ} 14' 18''$  West along the lot line, 170.90 feet for the POINT OF BEGINNING; thence from said Point of Beginning continue along said lot line South  $00^{\circ} 14' 18''$  West 30.16 feet; thence run South  $84^{\circ} 20' 48''$  West 74.08 feet to a point on a 20 foot radius curve concave to the North; thence run the arc of said curve 28.91 feet, through a central angle of  $82^{\circ} 49' 09''$ ; thence run South  $84^{\circ} 20' 48''$  West 150.80 feet; thence run South  $00^{\circ} 14' 18''$  West 24.02 feet; thence run South  $49^{\circ} 23' 10''$  East 131.27 feet; thence run South  $50^{\circ} 34' 59''$  East 64.50 feet; thence run South  $60^{\circ} 24' 21''$  East 57.37 feet; thence run South  $75^{\circ} 59' 24''$  51.48 feet; thence run South  $00^{\circ} 14' 18''$  West 10.00 feet to the northerly bank of the Steinhatchee River; thence run northwesterly along said river bank North  $67^{\circ} 46' 26''$  West 107.84 feet; thence continue northwesterly along said river bank North  $49^{\circ} 14' 01''$  West 220.37 feet; thence continue northwesterly along said river bank North  $36^{\circ} 55' 17''$  West 53.80 feet; thence run North  $00^{\circ} 14' 18''$  East 188.64 feet to the southerly right-of-way of Riverside Drive, said point being on a 623.69 foot radius curve concave to the North; thence run in an easterly direction, along said arc of said curve, 100.31 feet, through a central angle of  $09^{\circ} 12' 54''$  to the east line of Lot 5, of said Block 34; thence run South  $00^{\circ} 14' 18''$  West along the East line of said Lot 5, 178.25 feet; thence run North  $84^{\circ} 20' 48''$  East 93.86 feet to a point on a 20 foot radius curve concave to the South; thence run along said arc of curve an arc distance of 35.40 feet, through a central angle of  $101^{\circ} 24' 35''$ ; thence run North  $84^{\circ} 20' 48''$  East 77.17 feet to the Point of Beginning.

Said parcel contains 0.68 acres, more or less.

**AMENDED DECLARATION OF COVENANTS AND  
RESTRICTIONS**

**FOR**

**SUMMER POINTE**

This Declaration made this 16<sup>th</sup> day of June, 2004, by  
**STEINHATCHEE RIVERGATE, LLC**, a Georgia limited liability company (herein  
"Developer").

**WITNESSETH:**

**WHEREAS**, Developer, as owner of certain real property along the Steinhatchee River in Taylor County, Florida, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create a unique community known as Summer Pointe (herein "Development"); and

**WHEREAS**, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

**WHEREAS**, Developer has caused or will cause to be incorporated under the laws of the State of Florida, **SUMMER POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall constitute covenants running with the land and each and every Lot being a part thereof.

## ARTICLE I

### DEFINITIONS

The following words and terms, when used in this Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

1.01 **Association.** "Association" shall mean **SUMMER POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation.

1.02 **Board of Directors or Board.** "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.03 **Bylaws.** "Bylaws" shall mean the Bylaws of the Association.

1.04 **Common Expense.** "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair, or replacement of Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the Association; (e) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.05 **Common Properties.** "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the association if said property is designated as a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units, or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors or the Association) subject to the fee schedules and operating rules adopted by the Association. The Common Properties may include but not be limited to entrance area with improvements, front entrance gate, front entrance median structures, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal



dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool. The Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Association.

1.06 **Covenants**. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens as set forth in this Declaration.

1.07 **Declaration**. "Declaration" shall mean this Declaration of Covenants and Restrictions for Summer Pointe and any supplemental Declaration filed pursuant to the terms hereof.

1.08 **Developer**. "Developer" shall mean Steinhatchee Rivergate, LLC, a Florida limited liability company, and its successors and/or assigns.

1.09 **Dwelling Unit**. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.

1.10 **Lot or Lots**. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property that is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

1.11 **Manager**. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.12 **Member or Members**. "Member" or "Members" shall mean any or all Owner or Owners.

1.13 **Mortgage**. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.14 **Mortgagee**. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.15 **Owner**. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Clerk of the Court of Taylor County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property. The Developer may be an Owner.

1.16 **Property**. "Property" shall mean and refer to the real property described in Section 2.01 hereof, and any additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.17 **Record or To Record.** "Record" or "To Record" shall mean to record pursuant to the laws of the State of Florida relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.18 **Clerk of Court.** "Clerk of Court" shall mean and refer to the Register of Deeds of Taylor County, Florida.

1.19 **Surface Water System.** "Surface Water System" shall mean a Surface Water or Storm Water Management System which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

## ARTICLE II

### **PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON**

2.01 **Property.** The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Taylor County, Florida and more particularly described in Exhibit "A" attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged, or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained or granted by Developer or the Association for the purpose of erection and maintenance of streets, street lights, entrance area with improvements, front entrance gate, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp and docks, and river bank areas lying between the Lots and the Steinhatchee River pool, and maintenance thereof, shall be considered property and subject to these Covenants. Every person who is or shall be a Record Owner shall be deemed by taking of such record title to agree to all terms and provisions of this Declaration.

2.02 **Association.** The Developer has caused or will cause the Association to be formed and incorporated under the Laws of the State of Florida for the purpose of carrying on one or more of the functions of a homeowners association including, but not limited to, exercising all the powers and privileges performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the Association as more particularly set forth in the Bylaws of the Association.

2.03 **Additions to Property.** Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) Additions. The Developer, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of the Development beyond those described in Exhibit "A" so long as they are contiguous with the then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such other complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole independent judgment of the Developer, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the restrictions and covenants applicable to the Property as described in Section 2.01 above.

2.04 Common Properties and Improvement Thereon. The Developer will install initially the entrance area with improvements, maintenance easement areas, landscaping easement areas, irrigations, garbage disposal dumpsters, boat ramp, 8-foot dock and pool to the Development. They shall become part of the Common Properties when the Developer conveys them to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of same. Once the Developer has conveyed the common properties, it shall have no further obligation to the Association or to Member or Owner. The Developer and the Association may add additional Common Properties from time to time as they may see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of the Common Properties as a sales office, storage area, or an observation tower, as may be required, convenient or incidental to the sale of Lots and/or the construction of improvements on the Common Properties.

### ARTICLE III

#### COVENANTS, USES AND RESTRICTIONS

3.01 **Application.** It is expressly stipulated that the Restrictive Covenants and conditions set forth in this article III apply solely to the Property described in Exhibit "A". All Lots shall be owned and used exclusively for single-family residential purposes unless otherwise approved by Developer. For those Lots that the Developer agrees may be leased or rented, shall be done so subject to the rules and regulations of the Association. No mobile homes, house trailers, doublewides, campers, motor homes, or temporary housing of any type shall be located (or erected) on any Lot. All boats and boat trailers must be kept neat and orderly in appearance.

3.02 **Minimum Size of Dwelling Units.** Dwelling Units shall be constructed having a minimum floor area of nine hundred (900) square feet exclusive of covered walks and open porches. Temporary housing of any type is not permitted on any Lot.

3.03 **Easements.** Easements shall be as recorded, and may include ten (10) foot drainage and utility easements along the lot lines; an easement to the 8-foot wide dock that stretches along the waterfront adjacent to the property to the stone seawall; septic tank drain field easements; and all easements set forth in the deed and noted on the recorded plat of the property

3.04 **Sewage.** There shall not be erected, permitted, maintained or operated on any Lot, any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all government authorities which have jurisdiction. All Dwelling Units shall have a step sewer system utilizing a septic tank effluent pumping system. This system shall meet the minimum specifications approved by The Florida Department of Health and approval of said facilities must be so obtained prior to occupancy. The effluent from such system shall not be permitted to discharge into a stream, ditch, or drain and shall connect to the gravity fed, step sewer system operated by Taylor County, Florida. Owners shall be responsible for all tap fees or monthly sewer fees as established from time to time by Taylor County, Florida, as well as any future fees associated with the change from septic tanks to central sewage.

3.05 **Water Supply.** Each Dwelling Unit, when built, must utilize as its main source of water supply, the existing public water main located in the right-of-way of Summer Pointe fronting all Lots. Private water wells may be drilled and maintained on any Lot with prior approval by the State of Florida Department of Health pertaining to quality standards, location and safety standards. Owners are responsible for water meter tap fees and monthly service fees as established from time to time by the Summer Pointe Water Association.

3.06 **Nuisance.** No Owner will do, or permit to be done, any act upon his Lot which may be, or is, or may become, a nuisance to other Owners or residents.

3.07 **Residential Use.** As provided in Section 3.01 above, "residential" refers to a mode of occupancy, as used in contra-distinction to "business" or "commercial" or "mercantile" activity, and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to

buildings constructed thereon. No Lot shall be used for any business or commercial purpose, unless approved by the Developer. However, in-home offices where no client or merchandise is visited or delivered, may be permitted as an exception to this restriction upon prior written consent of Developer, its successors or assigns, or the Association. Upon approval from the Developer, an Owner shall be permitted to rent their individual property as a vacation rental, and participate in a rental program, should one exist.

3.08 **Lot Maintenance.** No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any Lot, including vacant Lots. Rights-of-way shall be kept free of fallen trees and limbs and kept in a neat and orderly appearance by each Owner.

3.09 **Trash or Garbage Receptacles.** No trash, rubbish, or garbage may be burned on any Lot. All trash or garbage receptacles must be screened. There shall be no dumping or refuse disposal in ravines, or in water tributaries or ponds. Each owner shall deliver the contents of their trash or garbage receptacles to the dumpsters provided by the Association. No Owner shall be allowed to clean fish on the common property unless there are designated facilities for such purpose.

3.10 **Riverbanks.** Each owner of Lots fronting the Steinhatchee River is responsible for the maintenance of the vegetation and natural growth along the riverbanks and the control of erosion as to that portion appurtenant to said Owner's Lot.

3.11 **Utility Service Lines.** All utility service lines, including but not limited to, water, electrical, telephone and cable TV must be located and constructed underground as they are brought into Lots, Dwelling Units, or other structures from primary service lines.

3.12 **Signage.** Permanent signs are not permitted in public view on any Lot unless approved by the Developer. Owners will be allowed name plates on their house with a maximum plate size of 8 inches high by 24 inches long with language acceptable to the Florida Division of Motor Vehicles, or acceptable to the Homeowners Association. Temporary signs - "For Sale", "For Rent", or an advertising sign may be utilized by an Owner's builder. No real estate sign shall be greater than 16 square feet and advertising signs shall not exceed 4 square feet. All signs shall be promptly removed upon completion of a sales activity.

3.13 **Conveyances.** Whether expressly stated so or not, in any deed conveying any one or more of said Lots, each conveyance shall be subject to these Restrictive Covenants, and existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.14 **Docks or Water Facilities.** No docks or water facilities shall be constructed or permitted to remain on or adjacent to any Lot. Developer has provided a boat ramp and a common 8-foot dock along the waterfront adjacent to the stone seawall for access to the Steinhatchee River for loading and unloading of individually owned boats. Owners and their guests should use this boat ramp and dock for such purposes. No Owner shall allow the mooring of boats owned by Owner or their guests along the common dock for longer than forty-eight (48) hours.

3.15 **Successors/Assigns.** The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the Developer, and its successors or assigns; (b) the grantees in Deed conveying the Lots, their respective heirs, executors, administrators, or assigns; (c) any subsequent Owner of any Lots; or (d) the Association. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter, as to the same breach or any breach prior or subsequent thereto.

3.16 **Variances.** The undersigned Developer reserves the right to grant minor variances from these Restrictive Covenants, or to waive minor violations thereof, which do not, in its sole judgment, materially affect the purposes sought to be attained by the imposition of these Restrictive Covenants. Any such variances shall be in writing, signed by the Developer and recorded in the Register's office of Taylor County, Florida. Upon such recording, the variance shall be conclusive and binding upon all Owners of Lots and their heirs, successors and assigns.

3.17 **Running with Land.** These Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of fifty (50) years from the date these Restrictive Covenants are recorded. After which the said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five (75) percent of the then Owners of the Lots has been recorded agreeing to terminate or change said Restrictive Covenants in whole or in part.

3.18 **Independent and Separate Covenants.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

3.19 **Violation of Covenants.** If any owner or owners shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for Developer, its successors and/or assigns, and the Homeowners Association of any person or persons owning any of said Lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or

restrictions; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs.

3.20 **Enforcement.** By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive covenants by any person other than itself.

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Taylor County, Florida for any such attorneys' fees awarded to the District by any Court or administrative body.

3.21 **Duties of Association and Owners.** The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL

4.01 **Architectural and Design Review.** In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

a) The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the Office of the Clerk of Court a document stating that the Developer reserves unto itself, its successors, or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Office of the Clerk of Court a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it.

b) No Dwelling Unit, other building, structure, fences, exterior lighting, walls, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered; no trees or shrubs shall be cut or removed; and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within thirty (30) days of submission. However, if written approval or disapproval is not given within thirty (30) days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Taylor County, Florida, to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.



c) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Board and shall initially be set at Two Hundred Fifty (\$250.00) Dollars.

d) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 **Approval Standards.** Approval of any proposed building plan, location specifications or construction schedule submitted under this Article, will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of the Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the architectural review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 **Licensing.** All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Florida, or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

## ARTICLE V

### **ASSESSMENTS**

5.01 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all

of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

5.02 **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties.

5.03 **Amount of Annual Assessment.** Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five (75%) percent of the Members who are in attendance or represented by proxy at the annual, or any special meeting of the Association, vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.04 **Special Assessments for Improvements and Additions.** In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five (75%) percent of the vote of Members who are in attendance, or represented at a duly called meeting of the Association. Written notice of which shall be sent to all Members at least thirty (30) days in advance, setting forth the purposes of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

5.05 **Property Subject to Assessment.** Only land within the Property that has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 **Exempt Property.** No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties, or by abandonment of his Lot in any other way.

5.07 Date of Commencement of Annual Assessments.

- a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.
- b) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first, shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.
- c) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Florida. Failure by the owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 Lease, Sale or Mortgage of Lot. Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the association, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the sums of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessments or installments thereof due to the

Association, before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amount paid by the grantee(s) therefor.

Each owner of a lot, by acceptance of a deed for such lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied.

Any assessment not paid within 10 days of its due date shall be delinquent, and shall bear interest from the due date at 10% until paid in full, and the Association shall have the right to file a lien in the public records of Taylor County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

## ARTICLE VI

### **REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES**

6.01 **Register of Owners and Mortgages.** The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any Lot, and the recording information which shall be pertinent to identify the mortgage and mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon

receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 **Examination of Books.** Each Owner and each mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.

## ARTICLE VII

### **OWNER COMPLAINTS**

7.01 **Scope.** The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use of enjoyment of the property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or the Board of Directors of the Association.

7.02 **Grievance Committee.** There shall be established by the Board a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and two (2) other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee.

7.03 **Form of Complaint.** All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 10.04 for sending notices.

7.04 **Consideration by the Grievance Committee.** Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reason therefore. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if the complainant does not, the decision shall be final and binding upon the complainant.

7.05 **Hearing Before the Grievance Committee.** Within ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Grievance Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two (2) members of the Grievance Committee and may be adjourned from time to time as the Grievance Committee, in its

discretion, deems necessary or advisable. The Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefore within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

7.06 **Questions of Law.** Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7.07 **Questions of Fact; Arbitration.** If there shall be any dispute as to any material fact, either the Grievance Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Grievance Committee. In the event of arbitration, each party shall bear one-half (1/2) of the expense thereof.

7.08 **Exclusive Remedy.** The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7.09 **Expenses.** All expenses incurred by complainant including, without limitation, attorney's fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

## ARTICLE VIII

### **REMEDIES ON DEFAULT**

8.01 **Scope.** Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist, or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitee or agents.

8.02 **Grounds for and Form of Relief.** Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with

interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner. In addition, at the option of the Developer or the Association, a defaulting Owner may be denied access to and use of Common Properties.

8.03 **Recovery of Expenses.** In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 8.02, be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorney's fees.

8.04 **Waiver.** The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

8.05 **Election of Remedies.** All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of an one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to any such party at law or in equity.

## ARTICLE IX

### **EMINENT DOMAIN**

9.01 **Board's Authority.** If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

- a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary

proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

- b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.
- c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

9.02 **Notice to Owners.** Each Owner on records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's own expenses.

9.03 **Reimbursement of Expenses.** The Developer and/or Board shall be reimbursed for all attorneys, engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

## ARTICLE X

### **GENERAL PROVISIONS**

10.01 **Duration.** The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 **Amendments.** This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:



a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect mortgagees rights shall also be sent to each mortgagee listed upon the register of the Association.

b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five (75%) percent vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the mortgagees must be approved by an affirmative seventy-five (75%) percent vote of the mortgagees of which the Association has been properly notified (based upon one vote for each Lot on which a first mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

c) An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

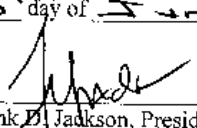
d) Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

e) The certificate referred to in paragraph C of this Section shall be in substantially the following form:

**CERTIFICATE**

I, FRANK D. JACKSON, do hereby certify that I am the President of the Summer Pointe Homeowners Association, Inc. and that the within Declaration of Covenants and Restrictions of Summer Pointe Homeowners Association, Inc. was duly adopted by the Owners of said Association, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 16<sup>th</sup> day of June, 2003.

  
\_\_\_\_\_  
Frank D. Jackson, President  
Summer Pointe Homeowners Association, Inc

10.3 **Dedication of Streets.** After the Common Property has been transferred and conveyed to the Association any portions of the Common Properties, including but not limited to, the streets, may be transferred and conveyed to Taylor County, Florida and dedicated for public purposes upon approval of such action by the Members of the Association in the same manner as this Declaration may be amended by the Members.

10.4 **Notices.** Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or mortgagee on the records of the Association at the time of such mailing. Notice to one of the two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration, shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_

The address for the Board, the Association, or any officer thereof, may be changed by the Secretary, or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.5 **Severability**. Should any covenant or restriction herein contained, or any Article, Section, Subsection, Sentence, Clause, Phrase or Term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.6 **Captions**. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

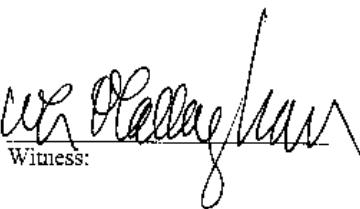
10.7 **Use of Terms**. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.8 **Interpretation**. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any provision hereof.

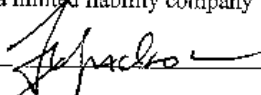
10.9 **Law Governing**. This Declaration is made in the State of Florida, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that state.

10.10 **Effective Date**. This Declaration shall become effective upon its recording in the Office of the Register of Taylor County, Florida.

IN WITNESS WHEREOF, STEINHATCHEE RIVERGATE, LLC, a Georgia limited liability company, has caused this instrument to be executed by its duly authorized officer on this the \_\_\_\_ day of \_\_\_\_\_, 2004.

  
Witness:

STEINHATCHEE RIVERGATE, LLC  
Georgia limited liability company

By: 

Name: FRANK JACKSON

Sandra Johanne  
Witness:

Title: MANAGING MEMBER

STATE OF GEORGIA  
COUNTY OF COBB

BEFORE ME, Gaeton L. Drexinger, of the state and county aforesaid, personally appeared **Frank D. Jackson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member (or other officer), authorized to execute the instrument of the **STEINHATCHEE RIVERGATE, LLC**, the within named limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Managing Member.

WITNESS my hand and seal, at office in Marietta, Georgia, this 16 day of June, 2004.

[Signature]  
Notary Public, State of Georgia  
My commission expires:

Notary Public, Cobb County, Georgia  
My Commission Expires December 14, 2007

EXHIBIT "A"

PROPERTY SUBJECT TO THE DECLARATION

- (1) ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Taylor County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 11, 12, 13, 14, 15 and 16 of Block 34, of the Steinhatchee Subdivision, according to the map or plat of said Steinhatchee Subdivision, on record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26 and 27 and a part of Lot 6 of Block 34 of Steinhatchee Subdivision, being more particularly described as follows:

Commence at the Northeast corner of Block 34 of Steinhatchee Subdivision and run South  $00^{\circ} 14' 18''$  West, along the East boundary line of Block 34, a distance of 200.00 feet to the Southeast corner of Lot 1; thence run South  $84^{\circ} 20' 48''$  West 251.33 feet along the South boundary of Lots 1, 2, 3, 4, 5, to the southeast corner of Lot 6 for the Point of Beginning; thence from said Point of Beginning, continue South  $84^{\circ} 20' 48''$  West, 28.80 feet to a point; thence run North  $36^{\circ} 55' 17''$  West, 18.97 feet to a point; thence run North  $33^{\circ} 32' 49''$  East 57.09 feet to a point; thence run North  $37^{\circ} 45' 35''$  East, 14.37 feet to the Easterly boundary of Lot 6; thence run South  $00^{\circ} 14' 18''$  West 71.27 feet back to the Point of Beginning.

Parcel Identification Number: 25-09-09-09673-100

AND

- (2) Lots 13, 14, 15 of Block 19 of the Steinhatchee Subdivision, a map or plat of said subdivision being of record in the office of the Clerk of the Circuit Court of Taylor County, Florida, in Plat Book 1, page 26.

Parcel Identification Number: 25-09-09-09596-825

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**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**SUMMER POINTE**

This Second Amendment to Declaration of Covenants and Restrictions for Summer Point made this 24th day of June, 2008, by **STEINHATCHEE RIVERGATE, LLC**, a Georgia limited liability company (herein "Developer").

**WITNESSETH:**

**WHEREAS**, pursuant to **ARTICLE X, Paragraph 10.02, Amendments**, the Declaration of Covenants and Restrictions may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws.

**WHEREAS**, the Developer desires to make changes in the Declaration of Covenants and Restrictions for Summer Pointe as so amended; and

**WHEREAS**, by the powers so conferred on Developer, Developer hereby alters and amends the Declaration of Covenants and Restrictions for Summer Pointe as follows:

1.

Developer hereby deletes **ARTICLE II, Paragraph 2.04, Common Properties and Improvement Thereon**, in its entirety. In place of this revoked Paragraph 2.04, Developer substitutes the following:

**2.04 Common Properties and Improvement Thereon**. The Developer will install initially the entrance area with improvements, maintenance easement areas and landscaping easement areas to the Development. They shall become part of the Common Properties when the Developer conveys them to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of same. Once the Developer has conveyed the common properties, it shall have no further obligation to the Association or to Member or Owner. The Developer and the Association may add additional Common Properties from time to time as they may see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No

1

building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of the Common Properties as a sales office, storage area, or an observation tower, as may be required, convenient or incidental to the sale of Lots and/or the construction of improvements on the Common Properties.

2.

Developer hereby deletes **ARTICLE III, Paragraph 3.03, Easements**, in its entirety. In place of this revoked Paragraph 3.03, Developer substitutes the following:

**3.03 Easements.** Easements shall be as recorded, and may include ten (10) foot drainage and utility easements along the lot lines; septic tank drain field easements; and all easements set forth in the deed and noted on the recorded plat of the property.

3.

Developer hereby deletes **ARTICLE III, Paragraph 3.14, Docks or Water Facilities**, in its entirety. In place of this revoked Paragraph 3.14, Developer substitutes the following:

**3.14 Docks or Water Facilities.** No docks or water facilities shall be constructed or permitted to remain on or adjacent to any Lot.

4.

Except as herein amended, the original Declaration of Covenants and Restrictions for Summer Pointe dated June 16, 2003 and Amended Declaration of Covenants and Restrictions for Summer Pointe dated June 16, 2004, shall remain in full force and effect, and so Developer hereby remakes, redeclares and republishes the Declaration of Covenants and Restrictions for Summer Pointe and Amended Declaration of Covenants and Restrictions for Summer Pointe, together with this Second Amendment.

**IN WITNESS WHEREOF, STEINHATCHEE RIVERGATE, LLC**, a Georgia limited liability company, has caused this instrument to be executed by its duly authorized officer on this 24th day of June, 2008.

(signatures on next page)

2

STEINHATCHEE RIVERGATE, LLC

Theresa D. Gaur  
Witness

By: Frank D. Jackson  
Frank D. Jackson, Managing Member

Shirley J. Roney  
Witness

STATE OF GEORGIA  
COUNTY OF FULTON

**BEFORE ME**, Gail G. Sutphin, of the state and county aforesaid, personally appeared **Frank D. Jackson**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member (or other officer), authorized to execute the instrument of the **STEINHATCHEE RIVERGATE, LLC**, the within named limited liability company, and that he executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Managing Member.

**WITNESS** my hand and seal, at office in Atlanta, Georgia, this 24th day of June, 2008.

Gail G. Sutphin  
Notary Public, State of Georgia  
My commission expires 12/31/2011  
