

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
PINE TREE ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDED DECLARATION, made on the date hereinafter set forth, by Sweger Development Co., LLC, a Florida limited liability company, hereinafter referred to as "Declarant".

Pine Tree Estates is being created as a rural residential community and it is anticipated that the residents of Pine Tree Estates share those values and related lifestyles. The amended Declaration of Covenants, Conditions and Restrictions is to be interpreted in keeping with the philosophy of casual living, in a rural environment.

**WITNESSETH:**

WHEREAS: Declarant owns the property described herein and more particularly on Exhibit "A" attached hereto (hereinafter the "Property") and made a part hereof, and intends to develop the Property as a rural residential community. The purpose of this amended declaration is to provide use and maintenance requirements and restrictions in the best interest of the future owners of Residential Lots within the Property and to protect and preserve the values of the Property. This amended declaration will also establish the Pine Tree Property Owners' Association (herein the "Association") which will own, operate and maintain various portions of the Property and improvements constructed within the Property including, but not limited to roads, entry ways, signage, and all of the surface water management system and related facilities including easements, retention areas, culverts and related appurtenances for the Property. It will have the right to enforce the provisions of this amended declaration, and will be given various other rights and responsibilities including the levying and collecting of assessments.

NOW, THEREFORE, Declarant hereby declares that the Property, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interest of the owners and residents of the Property, and which shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof.

**ARTICLE I  
DEFINITIONS**

(a) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by the Owner of a Lot, as more particularly defined in Article V of this Declaration, which if not paid by an Owner, may result in a lien against the Lot. Assessments



shall also include those sums due and payable to other owners of facilities or service providers serving the Property as authorized herein.

(b) "Articles" shall mean and refer to the Articles of Incorporation of Pine Tree Estates Property Owners Association, Inc., as amended from time to time.

(c) "Association" shall mean and refer to Pine Tree Estates Property Owners Association, Inc., a Florida Corporation, not for profit, responsible for the operation of the Property in which the voting membership is made up of Lot Owners and in which membership is a mandatory condition of ownership and which Association is authorized to impose assessments that, if unpaid, may become a lien on the Lot.

(d) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association elected in the manner set forth in this Declaration, Articles and By-Laws of the Association. (e) "By-Laws" or "By-Laws of the Association" shall mean and refer to those By-Laws for Pine Tree Estates Property Owners Association, Inc., which govern the administration and operation of the Association, as they may be amended from time to time.

(e) "Common Areas" shall mean and refer to all real and personal property within the Property which are owned or leased by the Association or dedicated for use or maintenance by the Association or its members, excluding Lots, including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Association or its members by a recorded plat; or (b) real property committed by this Declaration to be leased or conveyed to the Association. As used herein, Common Areas shall include, but not be limited to, (i) all improvements to the aforesaid land (other than those owned or maintained by a public or private utility company) including, without limitation, roadways and signage located thereon or adjacent thereto, entry features, swales and berms, structures, and (ii) special grading or other improvements of common benefit to the Property, located near, but not within, the land constituting the Common Areas. Furthermore, "Common Areas" shall mean and refer to the surface water management system and all drainageways now or hereafter located in the Property. THE DESIGNATION OF ANY OF THE PROPERTY OR IMPROVEMENTS THEREON AS COMMON AREAS SHALL NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ANY RIGHT OF ENJOYMENT THEREIN.

(f) "Controlling Interest" shall mean and refer to the ownership by Declarant at any time of ten percent (10%) or more of the total number of Lots as shown on the recorded Plat of Pine Tree Estates in the Public Records of Hamilton County, Florida.

(g) "Declarant" shall mean Sweger Development Co., LLC, the entity that created the community to be served by the Association or that person or entity that succeeds to the rights and liabilities of Sweger Development Co., LLC, provided that such succession is evidenced in writing and recorded in the Public Records of Hamilton County, Florida.

(h) "Declaration" shall mean and refer to this amended Declaration of Covenants, Conditions and Restrictions for Pine Tree Estates Property Owners Association, Inc. as it may be further amended from time to time, which is the recorded written instrument of covenants running with



the land which subject the land comprising the Property to the jurisdiction and control of the Association in which the Owners of Lots must be Members.

(i) "Governing Documents" shall mean: (a) this recorded Declaration and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and (b) the Articles and By-Laws of the Association, and any duly adopted amendments thereto.

(j) "Living Space" shall mean and refer to enclosed, covered heated and air-conditioned areas within a Residential Unit, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, lanais and greenhouses.

(k) "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat of the Property which has been designated by the Declarant as a building site.

(l) "Member" shall mean and refer to every Owner including the Declarant, as long as Declarant owns all or any part of the Property which is subject to this Declaration. Membership shall be appurtenant to and shall not be separated from ownership of a Lot.

(m) "Member's Permittee" shall mean and refer to those persons described in this Declaration to whom certain privileges hereunder are afforded.

(n) "Owner" shall mean and refer to every person or persons, or entity or entities, who, individually or collectively, if more than one, are the record Owners of the fee simple title to any Lot in the Property.

(o) "Property" shall mean and refer to all the land, and improvements thereon, described in Exhibit "A" and submitted to the provisions of this Declaration as they are described by lot and block as shown on the plat of record.

(p) "Residential Unit" shall mean and refer to any completed (as evidenced by a certificate of occupancy) dwelling unit constructed on a Lot which is intended for use and occupancy as a single family, home. The term shall refer to the Lot which is part of the Residential Unit as well as all improvements thereon.

(q) "Surface Water Management System" shall mean and refer to all land, easements and other facilities and appurtenances which together constitute and comprise the master surface water management and drainage system with respect to the Property as reflected on the plans therefor approved by the Suwannee River Water Management District and the permit (as same may be modified and amended for recorded amendments, supplements, and recorded exhibits thereto; and the Articles and By-Laws of the Association, and any duly adopted amendments thereto from time to time). Drainage improvements have been or will be conveyed by the Declarant to the Association as Common Areas by a separate instrument or dedicated by the plat of the Property.



(r) "Voting Interest" shall mean the voting rights distributed to the Members of the Association pursuant to the Governing Documents.

ARTICLE II  
COMMON AREAS; CERTAIN EASEMENTS;  
MAINTENANCE BY ASSOCIATION

Section 2.1 Ownership. The Common Areas are hereby dedicated to the joint and several nonexclusive use of the Declarant and the Owners, in the manner specified in this Declaration, and all of the Declarant's and such Owners' respective permitted lessees, guests and invitees, all as provided and regulated in this Declaration or otherwise by the Association (subject to applicable exemptions therefrom in favor of the Declarant). When ninety (90%) percent of the Lots have been conveyed to the Owners other than the Declarant, or sooner at the Declarant's option exercisable from time to time as to any portion or all of the Common Areas, the Declarant, shall convey and transfer, (or cause to be conveyed and transferred) the record fee simple title to the Common Areas to the Association, and the Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. The aforesaid conveyance(s) may be made by quit-claim or other type of deed and may be subject to real estate taxes, zoning and similar conditions, existing easements, matters of survey and other matters, but shall not be subject to liens. Beginning upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Association), including, but not limited to, the Surface Water Management System facilities and drainageways in a satisfactory manner (without cost to the general taxpayers of Hamilton County). It is intended that all real estate taxes assessed against that portion, of the Common Areas shall be (or have been, based upon the purchase prices of the Lots already having taken into account their proportionate shares of values of the Common Areas) proportionally assessed against and payable as part of the taxes of the Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded, and such taxes shall be prorated between the Declarant (or the then Declarant thereof) and the Association as of the date of such recordation. The Declarant shall have the right from time to time to enter upon the Common Areas and other portions of the Property for the purposes of, including, but not limited to, the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas, including, but not limited to, the Surface Water Management System facilities and drainageways, that the Declarant, as appropriate, elects to effect. The Declarant shall have the right without limitation, to use the Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant within the Property. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

Section 2.2 Easements. Each Member of the Association, each Member's Permittee, and the



guests of the Members and Member's Permittees (subject to then limitation and regulation of such guests by the Association) shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members and Member's Permittees, their tenants, agents and invitees. All rights of use and enjoyment are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this amended Declaration and with the restrictions on the plats or portions of the Property from time to time recorded.
- (b) The right of the Association to suspend the right of an Owner (other than Declarant) and his Member's Permittee to use the Common Areas (except for legal access to and from the Owner's Lot) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the rules and regulations of the Association.
- (c) The right of the Declarant and the Association to have, grant and use general ("blanket") and specific easements, permits and licenses, over, under and through the Common Areas.

Section 2.3 Easements Appurtenant. "The easements provided in Section 2.2 shall be appurtenant to and shall pass with the title to each Lot.

Section 2.4 Maintenance of Common Areas. The Association shall at all times maintain in good repair, and insure, the Common Areas, any and all improvements situated on the Common Areas (if applicable), all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's responsibilities to Hamilton County with respect to the Common Areas, including, but not limited to, the Surface Water Management System facilities and drainageways and shall indemnify, defend and hold the Declarant harmless with respect thereto.

The Association shall immediately commence the performance of the aforesaid duties as to the aforesaid areas (i) upon the recordation of this Declaration; and (ii) upon the recordation of a Supplemental Declaration declaring the applicable areas to be Common Areas, as to any such areas to be maintained by the Association in the future. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas. Further, in the event the Association ceases to exist or fails to perform its maintenance obligations required under the permit for the operation and maintenance of the Surface Water Management System in the Pine Tree Estates properties, each owner shall be jointly and severally responsible for the operation and maintenance of that Surface Water Management System. Further, Hamilton County agents or employees shall have a right of access to and



around all drainage control facilities and take such action as necessary to protect the health, well being and safety of residents and protect the functional integrity of the drainage system. The Association and all lot owners shall comply with all governmental regulations. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the surface water and drainage easement(s) described in the approved permit and recorded plat of the subdivision. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the approved surface water management system. All lot owners shall be responsible for maintaining designed flow paths for drainage as shown in the permitted plans. If the flow path is disturbed or modified, the Association has the authority to enter the property and reconstruct the intended flow pattern and assess the property owner with the expense.

Notwithstanding anything contained in this Declaration or on any applicable recorded plat to the contrary, no utility or other entity to which an easement over any portion of the Property is granted (herein or by plat or otherwise) shall have the right to assign such easement, or grant any easement or use rights, to or over its respective easement area without Declarant's prior written consent, which Declarant may withhold in its sole discretion.

Any holder or user of an easement over any portion of the Property shall be responsible to all other parties who/which have the right to use all or any portion of the area of such easement for any damage occurring to the property of such other parties caused by the holder or user's use of the easement area and such holder or user shall also be liable to the Declarant and the Association for any disruptions in the services provided by such other parties caused by the holder or user's use of the easement area.

The Declarant may contract for other services benefiting the Owners, including, but not limited to, garbage, trash and other solid waste removal services for the Property and the costs and expenses charged by such company(s) shall be separately billed to the Owner of a Residential Unit by such company(s) and shall not be included in the General Assessment. All costs and expenses incurred in regard to providing such services for the Common Areas shall be considered operating expenses of the Association and included in the General Assessment. Section 2.5 Public Easements; Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas and unimproved portions of the lots for the performance of their respective duties.

### **ARTICLE III ASSOCIATION**

Section 3.1 In order to provide for the efficient and effective administration of this Declaration, the Association has been organized by the Declarant under the laws of the State of Florida and said Association shall implement and carry out its obligations under this Declaration with respect to the Property.

Section 3.2. Articles: A copy of the-Articles of Incorporation of the Association is attached hereto as Exhibit B.

Section 3.3 A By-laws. A copy of the By-laws of the Association is attached hereto as Exhibit C.

Section 3.4 Restraint Upon Assignment of Membership. Membership in the Association cannot be assigned, hypothecated or transferred in any-manner except as an appurtenance to the transfer of title of a Lot.

Section 3.5 Applicability of Articles and By-Laws. By acceptance of a deed to any Lot, each Owner agrees to be bound by the terms and conditions of the Articles of the Association, its By-Laws and the requirements of this Declaration. By acceptance of at deed to a Lot, each Owner acknowledges and agrees that every director and officer of the Association and any committee member appointed by the Association, shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon such person in connection with any proceeding to which it may be a party or in which it may become involved by reason of such person being or having been a director, officer or committee member of the Association, whether or not it is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply so long as the Board of Directors, in approving any settlement or reimbursement, acted in good faith. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 Membership. Every Owner of a Lot, including the Declarant, as long as Declarant owns all or any part of the Property, shall bear Member of the Association.

Section 4.2 Voting Rights. The Declarant shall have the right to elect one Member of the Board of Directors until such time as Declarant no longer holds title to five (5) percent of the Property. When Members other than the Declarant own more than 25% of the Lots contained in the Property, they shall have the right to elect one Member to the Board of Directors. Members other than the Declarant are entitled to elect at least a majority of the members of the Board when the



earlier of the following events occurs:

- (a) Three months after ninety (90%) percent of the Lots in the Property have been conveyed to Members (other than the Declarant); or
- (b) Such other date or event has occurred as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of lots.

Section 4.3 Directors. The election of Directors, and the size of the Board of Directors, shall proceed in the stages as described in the Articles of the Association.

Section 4.4 General Matters. Any decision of the Association that requires a vote of the Members must be made by the concurrence of at least a majority of the Voting Interests present, in person or by proxy, at a properly called and conducted meeting at which a quorum has been attained.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. As used herein, Assessments shall include:

- (a) General or Annual Assessments. Shall be those Assessments regularly levied by the Association against all Lots within the Property for the purpose of paying the costs and expenses of operating the Association and operating, administering and maintaining the Common Areas, including, but not limited to, the Surface Water Management System and other areas to be maintained by the Association as described herein; compensation paid by the Association to managers, accountants, attorneys and other employees; payment of obligations under contracts binding on the Association and costs of any other item or items so designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Areas and/or for the benefit of the Owners.
- (b) Capital Improvement Assessments. Shall mean those Assessments levied for the purposes described in, and subject to, Section 5.3 of this Article.
- (c) Special Assessments. Shall mean Assessments levied for a specific purpose(s) which is of a non-recurring nature.
- (d) Personal Assessments - Shall be a charge against one or more Owners and their Lot, directly attributable to such Owner(s), equal to the cost incurred by the Declarant in



connection with the enforcement of this Declaration against such Owner(s) and/or such Owner(s) or Owner's guest or family member or tenant's failure to duly perform its obligations hereunder and as provided in Section 5.12 of this Article. Personal Assessments shall be collected and enforced in the manner set forth in Article VI of this Declaration. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association General Assessments for the maintenance, operation, management and insurance of the Common Areas and the Association as provided herein, including such reasonable reserves as the Association may deem necessary and Capital Improvement, Special and Personal Assessments as also provided herein. All such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with late charges, including attorney's fees, interest and costs of collection thereof as hereinafter provided shall be a charge on each Lot and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with late charges, interest, attorney's fees and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time. The Association may suspend the voting rights of an Owner for the nonpayment of General Assessments that are delinquent in excess of ninety (90) days. Such suspension of voting rights of the Owner(s) for non-payment of General Assessments shall continue and the Owner(s) may not cast votes until the suspension of the voting rights has been reinstated by the payment of the General Assessments.

Section 5.2 Capital Improvements. The Association may levy as Capital Improvement Assessments, upon approval by a majority of the Board of Directors of the Association and by the concurrence of at least sixty percent (60%) of the Voting Interests present, in person or by proxy, at a meeting at which a quorum has been attained as provided by the By-Laws of the Association and notice of the nature of the capital improvement and the costs thereof shall be included in the notice of this meeting. It is the intent of this Section that any capital improvements shall require an appropriate adjustment to the budget of the Association and the assessments levied thereunder to be made, if necessary, or a special Assessment to be levied pursuant to Section 5.10 of this Article.

Section 5.3 Date of Commencement of General or Annual Assessments: Due Date. The General Assessments provided for herein shall commence upon the conveyance of ownership to an Owner (other than to the Declarant, or any of its affiliates) of the first Lot subject to these covenants, conditions and restrictions and shall be applicable through December 31 of such year. Each subsequent General Assessment shall be imposed for the year beginning January 1 and ending December 31. The General Assessment shall be payable in advance in monthly installments, or in semiannual or quarter-annual installments if so determined by the Board. The General Assessment amount (and applicable installments) may be changed at any time by said Board from the originally stipulated or from any other General Assessment that is adopted in the future. The original General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in



proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any Special Assessment or Capital Improvement or Personal Assessment shall be fixed in the Board's resolution authorizing such Assessment.

Section 5.4 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the General Assessment against each Lot for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such year, and shall, at that time, prepare a roster of the Lots, the Owners thereof, and General Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner during regular business hours. Written notice of the applicable Assessment shall be sent to every Owner thirty (30) days prior to the date the first payment at the then established Assessment is due. In the event notice of changes in the Assessment for a new period is not given, the Assessment amount previously payable shall continue until charged in the manner provided for herein. The Association shall upon demand at any time furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of such Assessment to the Association. The Association shall have all powers provided in its Articles and By-Laws and those afforded a non-profit corporation under Florida law. The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all improvements to the Common Areas, said reserves to be funded from the General Assessments.

Section 5.5 Notice and Quorum. Written notice of any meeting called for the purpose of levying the General Assessment or Special Assessment shall be sent to all Members not less than seven (7) days in advance of the meeting. At the first such meeting called, the percentage of Voting Interests required to constitute a quorum shall be 25% of the total Voting Interests. If the required quorum is not present, another meeting shall be called by the Board and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, such subsequent meeting shall be held within thirty (30) days of the preceding meeting with such notice given as may be prescribed by the Board.

Section 5.6 Rates of Assessment and Effect on Declarant. Both General and Special Assessments must be fixed at a uniform rate. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as the Declarant is the owner of a Lot in the Property, the Declarant shall have the option, in its sole discretion to:

(a) Pay for each Lot that portion of the operating expenses of the Association which is the difference between the amount to be paid by Owners (other than the Declarant) pursuant to the adopted budget of the Association and the amount paid for maintenance during the appropriate period; or

(b) Pay the Assessment(s) attributable to each Lot owned by the Declarant. The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the



Association. The determination by the Declarant to select either (a) or (b), above shall fulfill Declarant's obligations to the Association. When all Lots within the Property are sold and conveyed to owners other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits. In no event shall the Declarant ever be obligated to pay a Personal Assessment.

Section 5.7 Effect of Non-Payment of Assessments. Remedies of the Association. If an Assessment is not paid on the date then due (being the date specified by the Board from time to time) then, such Assessment shall be deemed delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, be a lien on the appropriate Lot, which shall bind the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 5.9 of this Article, the personal obligation of the then Owner to pay such Assessment shall pass to his successors in interest and recourse may be had against either both, or the current Owner of the Lot. If any Assessment is not paid within fifteen (15) days after its due date, at the option of the Association, a late charge may be imposed on the unpaid Assessment and if such Assessment is not paid thereafter, it and the late charge shall accrue interest from the dates when due until paid at the highest interest rate permitted by law. The Association may bring an action at law against the Owner(s) obligated to pay the same or may record a claim of lien (as evidence of its lien rights as herein above provided for) against the property on which the Assessment and late charges are unpaid, may foreclose the lien against the property on which the Assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorney's fees and costs of preparing and filing the claim of lien and the complaint (if any) in such actions, and in prosecuting same, shall be added to the amount of such Assessments, interest and late charges. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorney's fees actually incurred in the applicable action together with the costs of the action. The Association shall be entitled to costs and attorney's fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills or notices of Assessments shall not, however, relieve the Owners from their obligations hereunder. All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Each Owner shall be obligated to deliver the documents originally received from the Declarant, containing this and other declarations and documents, to any grantee of such Owner. The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be cumulative.

Section 5.8 Subordination of the lien. The lien for the Assessments provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of the Property subject to Assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such



purchaser or such mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure).

Section 5.9 Association Funds. The portions of all General Assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all Special Assessments, if any, shall be held in trust by the Association and shall be deposited in a separate, interest bearing accounts or in accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States, until the need arises for the use of such funds.

Section 5.10 Special Assessments. In the event that, by the concurrence of at least a majority of the Voting Interests present, in person or by proxy, at a meeting at which a quorum has been attained as provided by the By-Laws of the Association, the Association determines that it is necessary for it to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds have been collected or allocated, and which is not the appropriate subject of a Capital Improvement Assessment, then the Board of Directors may levy a Special Assessment for such purpose. Such Special Assessment may, in the discretion of the Board of Directors, be payable in one lump sum or in appropriate installments; provided, however, that (i) the Board of Directors shall use reasonable efforts to fund an expense for which a Special Assessment would otherwise be levied by changing the Association's budget and, therefore, the General Assessments and (ii) the requirements set forth above as to the approval by the Members of Capital Improvement Assessments shall also apply to Special Assessments.

Section 5.11 Personal Assessments. Owners (on their behalf and on behalf of their Member's Permittee) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a Personal Assessment may be levied therefor against such Owner or Owners. Such Personal Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, lien and foreclosure procedures.

Section 5.12 Assessments for Remedial Work. In the event that the Association performs any remedial work pursuant to Article V, Section 5.12 hereof, it may levy Assessments for the costs of such work, together with an administrative charge of not more than fifteen (15%) percent of the total amount of such costs, against any Owner for whom such remedial work is performed. Such Assessment shall be payable within ten (10) days after notice of such Assessment is given to the Owner of the applicable Lot.

Section 5.13 Collection of Fees for Other Services. The Association is empowered to act as a collection agent for charges which are common to all Owners. Such fees shall be remitted to the Association by the Owners, together with the General Assessment, and then paid by the Association to the appropriate service provider. Such payments, however, shall continue to be the responsibility of the Owners and the Association shall not be liable to the service provider for the payment of same.



Section 5.15 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Assessments:

- a. all Common Areas;
- b. all property dedicated to and accepted by any governmental authority or publicly licensed utility.

## **ARTICLE VI**

### **Use Restrictions**

Section 6.1 Applicability. The property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and Owner's heirs, personal representatives, tenants, successors, grantees, transferees and assigns. The provisions of these Covenants and Restrictions are in addition and not in lieu of any present or future State, County, City, or any other governmental policies or ordinances affecting land use and other matters.

Section 6.2 Lots Limited to One (1) Residences Each. The owner may not place more than one residence, whether permanent building or mobile home on any one lot. NOTE: Buyer must abide by this restriction regardless of whether Hamilton County regulations may allow more than one residence per lot. The maximum number of lots or parcels approved for the area contained in the recorded plat for Pine Tree Estates is eleven (11).

Section 6.3 Temporary Facilities. Travel trailers ,campers, and motor homes shall not be used as living quarters on any lot permanently, but may be used on a temporary basis not to exceed (7) consecutive days at any one time and not to exceed 30 days during a 12 month period. If the owner is actively building their own home they can live in temporary facilities for a period not to exceed twelve (12) months. Not more than one (1) recreational vehicle or camper may be located or stored on any individual lot, and then only provided a permanent residence is already in place.

Section 6.4 Minimum Size of the Residence. Permanent buildings shall be constructed in a professional manner meeting all the requirements of the building and zoning department of Hamilton County and all dwellings must have a minimum inside climatized area of Nine Hundred and Sixty (960) square feet. Mobile homes and Modular Housing will be allowed, providing they meet the minimum square footage requirement, are double wide or larger, no less than 24' wide and 40' long and are in good condition. Mobile Homes must not be older than seven (7) years old at the time they are placed on the property. All Mobile Homes must be skirted within sixty (60) days of delivery to the lot. All construction must be completed within a reasonable period of time. All improvements to the lot shall be done in a neat and orderly manner. The objective for home requirements is to be flexible enough to allow an attractive 7 year old manufactured home to be placed on a lot, If the buyer so chooses without the uncertainty of subjective approvals by the Association. At the same time it is important for homes to maintain a favorable impression for this community by their appearance. In this regard buyers can conclude the requirements for their homes are met if they comply with the following



conditions ( in addition to those listed above) when a home is immediately placed on a lot initially and through time it remains on the lot:

- a. The tongue and wheels must be removed within 60 days of delivery to the lot.
- b. Exterior rust or mildew, broken or missing windows, loose or missing roofing material, loose or missing skirting, loose or missing exterior siding, broken or missing doors are not allowed. Homes with any of these conditions are not allowed to be placed or remain on a lot.
- c. Simultaneously with the setup of a manufactured home, one or more neat and attractive storage facilities each of least 10' wide and at least 12' long must also be placed on the property and remain ( or replaced with another) for as long as the manufactured home remains on the lot. The intention is to help avoid property clutter that otherwise tends to occur.

Section 6.5 New Materials. Only new materials may be used in the construction on site of any residence, outbuildings or other structures. Used brick and old beams may be incorporated into new construction.

Section 6.6 Commercial Activities, Noxious or Offensive Activities. No trade or business is allowed that would be disruptive to the tranquility of a rural residential community of 5 acre lots by larger than normal residential traffic, or activities that would be construed as offensive or noxious to such a residential area. For example, activities would not be allowed if by their appearance, sound, or odor they go beyond home occupations and hobbies and instead enter into typically business zoned high volume commercial, amusement, charitable, or manufacturing purposes. Nor shall any other noxious or offensive activity be carried out on or upon the herein described lots, nor shall anything be done thereon which may or may become an annoyance or nuisance to the owner or owners of any other property within the boundary of Pine Tree Estates. In that regard, no hunting of any nature (using any weapon or instrument for hunting) nor any target practice with firearms shall be permitted.

Section 6.7 Animals. Dogs (except pit bulldogs), cats, and other domestic pets may be kept, so long as they are within the confines of the Owner's Lot, or within the owners dwelling. Livestock may be kept on a Lot on a small scale basis, however, no large chicken barns or commercial feedlots for chickens, cattle or swine are allowed. Animal pens shall be kept clean and neat in appearance at all times. Animals, whether by action of number, shall under no circumstances create a nuisance to the neighbors in the development. In particular, animals, shall not create a nuisance through noise, odor, insect infestation, or any other health hazard.



Section 6.8 Trash, Junk, Garbage. It is intended that the above described land shall be used for residential purposes. In keeping with such intent, inoperable automobiles, machinery, and equipment, tires, junk, garbage and other debris shall not be stored upon, located or permitted to accumulate on any part of the above described lands.

Section 6.9 Invalidation. Invalidation of any one of these covenants by a Court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6.10 Borrow Pits/Ponds. No defacement of property is allowed. Borrow pits are not allowed. A pond may be constructed and maintained on any lot so long as all necessary permits are obtained. If a pond is constructed it must be maintained in such a way as to not become a nuisance.

Section 6.11 Set Backs. Set back line of dwelling shall be a minimum of thirty (30) feet from the front lot line and twenty five (25) feet from the rear lot line and a minimum of fifteen (15) feet from side lot lines. All outbuildings shall comply with the above set backs as well.

Section 6.12 Signage. No sign of any kind shall be displayed to the public view on the lot except signs installer by the developer. The sole exception is that one (1) real estate sign no larger than eighteen (18) inches by twenty four (24) inches may be placed on the lot during the time which the lot is for sale.

Section 6.13 Other Rules. Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Hamilton County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of any parcels.

Section 6.14 Miscellaneous. The owner of any real property covered by these Restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the SRWMD. Furthermore, the owner of any real property covered by the Restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD.

## **ARTICLE VII GENERAL PROVISIONS**

Section 7.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically



extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 90%, and the mortgagees of 100% of the Residential Units, agreeing to revoke said covenants has been recorded and the Association has given its prior written consent thereto. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner and each mortgagee of Owner at least ninety(90) days in advance of any action.

Section 7.2 Notice. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to be delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 7.3 Enforcement. Enforcement of this amended Declaration and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by this amended Declaration; and failure of the Association, the Declarant, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.4 Severability. If any portion of this Declaration or restrictions or any part, clause or word hereof, or if the application thereof in specific circumstances, shall be held invalid or declared unconstitutional by judgment or court order, such holding shall not affect the validity of the remaining provisions hereof or the application thereof in other circumstances.

Section 7.5 Amendment. In addition, but subject to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant or alternatively, by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of not less than sixty (60%) percent of the total Voting interests as represented in person or by proxy at a meeting in which notice of the proposed amendment is provided, provided that so long as the Declarant is the Owner of at least five (5%) percent of the Property, the Declarant's consent must be obtained for such amendment. The foregoing sentence may-not be amended. Notwithstanding the foregoing, no provision hereof which is required to be included in this Declaration by the Hamilton County, Florida shall be amended by the Declarant or the Association without the written consent or joinder of said County or Suwannee River Water Management District as appropriate, by and through its duly authorized official and no amendment shall be made if same would clearly be contrary to the general scheme of development of the Property.

Section 7.6 Conflict. This Declaration shall take precedence over conflicting provisions in the



Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 7.7 Effective Date. This Declaration shall become effective upon its recordation in the Hamilton County Public Records.

Section 7.8 Standards for Interpretation. This Declaration shall be interpreted by the Board of Directors and a concurring opinion of counsel to the Association that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

Section 7.9 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in having the capacity to take and hold such easement, then any such grant of easement deemed not created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions. Nothing contained in this Declaration shall, in and of itself, be deemed to grant to any utility company or authority (including cable television and similar companies) the right to use any portion of the Property for the installation of lines or equipment or otherwise, even within the areas of easements granted to other companies or authority.

Section 7.10 Declarant's Rights. Until the Declarant has completed and conveyed all the Property to Owners for their personal use and not for resale in the ordinary course of business, neither the Owners, the Association, nor any such parties' use of the Common Areas shall interfere with the completion of the development of the Property or the sale of Residential Units therein. In addition to any other right reserved by Declarant herein, the Declarant reserves the right to make use of unsold Residential Units, the Common Areas and all other facilities and improvements located within the Property for the purpose of maintaining models, guest accommodations, sales offices, administrative offices and conducting sales and promotional activities of all kinds whatsoever and the promotion of the Property. The Declarant may display signs, billboards, placards and other visual materials in such manner as it deems appropriate. The Declarant shall have the right to use all parking spaces and areas within the Property (except those parking spaces contained within lots already conveyed to Owners) for prospective purchasers or such other parties as the Declarant determines.

Section 7.11 Disclaimer of Association Liability.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION



(COLLECTIVELY, THE "GOVERNING DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, MEMBER'S PERMITTEE, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THESE DOCUMENTS THAT THE VARIOUS PROVISIONS HEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERNOR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF; AND

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, HAMILTON COUNTY OR THE PREVENTION OF TORTUOUS ACTIVITIES.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS RESIDENTIAL UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL MEMBERS AND THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEES AND EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

Section 7.12 Covenants Running with the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of any relevant section hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that this Declaration and restrictions shall run with the land and with title to the Property. Without limiting the generality of any relevant section hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be



enforced in a manner which will allow this Declaration and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that this Declaration and restrictions run with the land as aforesaid) be achieved.

Section 7.13 Special Approval. In the event that a VA-FHA insured mortgage encumbers any Residential Unit during the time the Declarant has the right to designate a majority of the Board of Directors of the Association, none of the following actions may be taken without approval of the VA-FHA; a merger, consolidation or dissolution of the Association; a dedication, conveyance or mortgage of any Common Areas; the annexation of additional properties which do not or will not contain Residential Units of a style, quality and price contemplated in the development plan and any amendment of this Declaration or the Articles of Incorporation or By-Laws of the Association in the forms previously approved by the VA-FHA.

#### ARTICLE VIII ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS

Section 8.1 Holders of the first mortgages on Residential Units shall have the right, upon written request to the Association, to: (i) examine this Declaration and other related documents and the Association's books and records at reasonable times, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend the association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Owner on whose Residential Unit such mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Owner, and (v) receive notice of any substantial damage or loss to any portion of the Common Areas; Any holder, insurer, or guarantor of a mortgage on a Residential Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a thirty (30) day delinquency in the payment of the Assessments on a mortgaged Residential Unit, (iii) the occurrence, of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained, by the Association, (iv) any proposed termination of this Declaration, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

#### ARTICLE IX INSURANCE

Section 9.1. Insurance Required. In addition to any other type of insurance the Association may elect to maintain from time to time, the Association shall maintain casualty, liability and fidelity insurance as follows:



(a) Casualty. covering one hundred percent (100%) of the replacement cost of all improvements to the Common Areas (excluding land and foundations), with agreed amount, inflation guard, demolition cost, contingent liability from operation of building laws and increase cost of construction and endorsements (when and if same are obtainable at reasonable rates);

(b) Liability. providing for comprehensive general liability coverage for the Common Areas, public ways and other areas under the Association's direct supervision, in an amount of not less than One Million Dollars (\$1,000,000.00) (if available at reasonable rates) for bodily injury and property damage resulting from the operation, maintenance or use of the Common Areas), together with coverage of legal liability resulting from employment contracts to which the Association is a Party;

(c) Fidelity Bonding. for any person who either handles or is responsible for the funds held or administered by the Association (regardless of whether such person is paid compensation), such bonds to name the Association as an obligee and be in the aggregate amount equal to at least three (3) times the then current General Assessments for a month.

(d) Directors' and Officers' Liability insurance. Insurance may be obtained for the Directors and Officers if so desired by the Association.

Section 9.2. Special Provisions. Each insurance policy or bond maintained as aforesaid shall provide for at least twenty (20) days prior written notice to the Association and all mortgagees of the Residential Units or the common Areas before same may be canceled or substantially modified for any reason.

The undersigned Declarant of Pine Tree Estates, hereby certifies that the foregoing amended deed restrictions were approved and ratified by the Managing Members of SWEGGER DEVELOPMENT CO, LLC, in accordance with the Declaration as originally recorded in the public records of Hamilton County, Florida.

(Signatures follow below.)



Signed, sealed and delivered  
in the presence of:

[Signature]  
Sign

Louis Benoit  
Print

[Signature]  
Sign

Susan Jones  
Print

SWEGER DEVELOPMENT CO., LLC  
a Florida Limited Liability Company,  
Declarant

[Signature]  
ROBERT L. SWEGER, General Manager

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this 19<sup>th</sup> day of November, 2015, personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, **ROBERT L. SWEGER**, General Manager of Sweger Development Co., LLC, a Florida limited liability company, [ ] who is personally known to me or [ ] who produced DRIVER'S LICENSE as identification and who executed the foregoing instrument for the purposes therein stated.

MY COMMISSION EXPIRES:

JUNE 6, 2018

NOTARY PUBLIC

[Signature]  
Sign



LOUIS BENOIT  
MY COMMISSION # FF 092287  
EXPIRES: June 6, 2018  
Bonded Thru Budget Notary Services