

BOOK 228 PAGE 312 1315

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LANDS
KNOWN AS "LAKE WOOD HILLS"
OFFICIAL RECORDS

This Declaration of Restrictions and Protective Covenants for "LAKE WOOD HILLS" hereinafter referred to as the "Protective Covenants", is made this 26th day of FEBRUARY, 1987, By NORTH HAMILTON FARMS, INC., hereinafter referred to as "The Company", the legal title owner of all real property subject to these Protective Covenants, said real property being referred to as "LAKE WOOD HILLS", and being described with more particularity on the attached Exhibit "A", which is by this reference incorporated herein and made a part hereof.

WHEREAS, The Company, is or will be the owner in fee simple of all real property, described on Exhibit "A", attached hereto; and

WHEREAS, The Company shall cause of have caused to be formed "LAKE WOOD HILLS PROPERTY OWNERS ASSOCIATION, INC." a Florida corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair of road rights-of-way and other areas, and the enforcement of the Covenants and Restrictions contained herein as well as collection and disbursement of maintenance and upkeep expense.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Association and The Company declare that said real property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas on such LAKE WOOD HILLS, which easement shall pass and automatically run with title to each lot subject to Paragraph 5 hereinbelow.

2. Each owner is hereby granted in common with all owners of lands formerly owned by Estate of J.H. Corbett and owners of Timberlake Estates in Section 22, 27 and 34, Township 2 North, Range 12 East, Hamilton County, Florida, an irrevocable non-exclusive easement of use by himself, members of his immediate family and current "IN HOUSE" guests only in the area designated as "BOAT RAMP" and on that certain portion of "TIMBERLAKE" formerly owned by the Estate of J.H. Corbett and now owned by The Company; provided, however, that no boat motors or engines in excess of 10 horsepower shall at any time be used on said portion of "TIMBERLAKE" subject to the above non-exclusive easement.

3. The Company has delegated to the Association the responsibility and duty of administering and maintaining the road areas and boat ramp on the subject property, the duty of assessing and collecting the expenses for administering and maintaining such areas. BOOK 228 PAGE 313

4. Each lot owner shall automatically be a member of the Association and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership including the duties to pay the Association expenses and comply with the by-laws of such non-profit Association and all rules and governing use of the boat ramp and designated area of "TIMBERLAKE". OFFICIAL RECORDS

5. The Company or the Association may, at any time and in the sole discretion of either of them, seek to have Hamilton County, Florida, accept responsibility for maintenance of the roadways in LAKE WOOD HILLS. In the event Hamilton County, Florida, should accept said roadways for maintenance, The Company and the Association, or either of them, shall have full power and authority to transfer the fee simple title to said roadway to Hamilton County, in which event, said roadways shall become the public roads and the easements for use of road areas there referred to in Paragraph 1 hereinabove shall be unnecessary and therefore null and void. In the absence of acceptance of said roads for maintenance by Hamilton County, all provisions of this Declaration regarding road maintenance and use by owners and the Association shall remain in full force and effect.

6. The non-profit association may assess any estimated necessary expenses for maintaining, but not constructing road and ramp areas, with estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be at cost. Initial assessments shall be as determined by the Association.

7. This Declaration can be amended at any time by a seventy-five percent (75%) vote, in favor thereof by the members.

THE FOLLOWING LAND USE COVENANTS AND RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until December 31, 2000, at which time these covenants shall be automatically extended for successive periods of ten (10) years. Unless by vote of 75% of the then owners of lots, it is agreed to change said covenants in whole or in part by written instrument duly recorded in the Public Records of Hamilton County, Florida, the following stand:

A. If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, owning real property situated in said development or subdivision to prosecute or bring a proceeding in equity against the person or

persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

B. Invalidation of any one of these covenants or court order shall in no way affect any of the provisions which shall remain in full force and effect.

C. All buildings, wells, septic tanks and drain fields shall be constructed in accordance with the ordinances of Hamilton County, Florida, and the laws of the State of Florida and the Building Inspector and Health Director should be consulted prior to any construction.

D. The herein described lots shall not be in any manner divided or subdivided except where expressly designated in those certain lots originally sold in tenancy in common and only as may be permitted at such time by the ordinances and laws of Hamilton County, Florida.

E. No parcel or portion of the above-described real property shall be used except for residential purposes or gardening and landscaping thereto; and only one dwelling, meaning mobile home, modular home or building for residential purposes, shall be erected or placed on any 2 acre portion of the above-described real property. This limitation shall not prohibit the erection of placing of a building for parking of a resident's personal motor vehicles or a storage building for personal equipment or tools, or a barn or pet shelter in a lawful manner.

F. Those lots so designated on Agreement for Deed or Deed shall be restricted in perpetuity to frame or masonry single-family structures only and no mobile home shall be placed thereon.

G. No mobile home or residential structure shall be placed on any lot which is less than 800 square feet of enclosed space or more than 5 years old.

H. No motor home or temporary vehicle shall be placed on any lot for more than 100 days per year. All mobile homes and motor homes shall comply with septic tanks and health regulations of Hamilton County.

I. No motor home, travel trailer, van, utility building or any structure other than a single family house shall be placed on any lot closer than 150 feet to any road.

J. No more than one (1) dock or pier shall be constructed on any lot and none shall extend into any lake more than 20 feet lakeward from the main high water mark; and further none shall exceed 200 square feet in total surface over water and none shall have a shelter over water; all subject to prohibitions and regulations of applicable governing authorities.

K. Each and every lot owner covenants and agrees that he and every member of his immediate family and any current guests in his household who seeks to use the boat ramps or recreation area of LAKE FOREST or TIMBERLAKE for fishing or recreation shall carry identification or card or decal as shall be required by the Association or by any other association or owners of TIMBERLAKE. No use of facilities shall be made by any person without such identification.

L. Use of "LAKE FOREST" is restricted to 10 horsepower or smaller motor boats and to owners of property abutting said lake only, subject to a perpetual easement for common use of water surface of said lake for fishing and boating by all persons owning property directly abutting said lake.

M. Any disorderly or unlawful conduct by any owner or his family or guests on the boat ramp or recreation area or on LAKE FOREST or TIMBERLAKE shall be deemed a breach of these covenants and of the owner's AGREEMENT FOR DEED.

N. No noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

O. Farm animals, except swine, may be kept, housed, maintained or permitted except where such animals would create a nuisance to the other owners of lands.

P. No trash, junk, limbs, dead trees, garbages or abandoned automobiles shall be allowed to accumulate on any lot. If such debris exists, the Association shall advise the respective lot owner by certified registered letter to remove the same; and if such materials are not removed within thirty (30) days of owner's receipt of letter, the Association shall remove them and charge the lot owner for all costs thereof.

Q. There shall be no hunting at anytime on the land of LAKE WOOD HILLS or TIMBERLAKE or on the adjoining lake waters.

R. All trash and trash debris shall be deposited at Hamilton County Landfill, and none shall be placed in any roads; and no burning of limbs or leaves shall be done except by official permit of Florida Division of Forestry and written approval of The Company upon reasonable notice.

S. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under, or by the virtue of any judicial proceedings, the Association, and the owners of lots in LAKE WOOD HILLS or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation, restriction or condition contained herein however long

continued shall not be deemed to be a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by court of any of the restrictions herein contained shall in no way affect any of the other restrictions but they shall remain in full force and effect.

T. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described of all lands known as LAKE WOOD HILLS.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collections, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon each lot against lot which such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collections thereof, including a reasonable attorney's fee, shall be the personal obligation of the person persons or entity owning the lot assessed. Said lien shall be effective only from and after the time of the recordation among the Public Records of Hamilton County, Florida, of a written and acknowledged statement by the Association setting forth the amount due as of the date the statement is signed. Upon full payment, owner shall be entitled to a recordable satisfaction of the statement of lien. Where an institutional mortgagee of record obtains title to a lot as a result of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for its share of assessments pertaining to such lot or those assessments chargeable to the former owner which were due prior to the acquisition of title as a result of foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure.

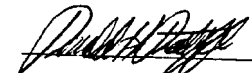
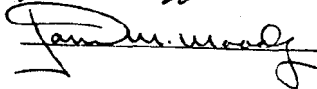
All other restrictive covenants shall continue in full force and effect indefinitely unless and until invalidated by Court judgement or decree.

Ownership of all said property is subject to any existing rights and Florida law as to submerged land.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for LAKEWOOD HILLS has been signed by The Company on the first page hereof as of the day and year first above set forth.

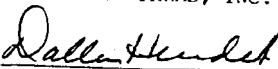
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Signed, sealed, and delivered
in the presence of:

OFFICIAL RECORDS

NORTH HAMILTON FARMS, INC.

By: 
DOLLORES HENDRICK, President


Attest: 
VICKIE L. RATLIFF, Secretary

STATE OF FLORIDA
COUNTY OF HAMILTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared DOLLORES HENDRICK and VICKIE L. RATLIFF, well known to me to be the President and Secretary respectively of NORTH HAMILTON FARMS, INC., a corporation, but they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and the seal affixed thereto is the true and corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of February, A.D., 1987.

This Instrument Prepared by:
PAUL HENDRICK, ATTORNEY at Law
P.O. Drawer 151
Jasper, Florida 32052


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 17, 1990
BONDED THIS NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

AS A POINT OF REFERENCE ONLY COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 12 EAST, AND FROM SAID POINT OF REFERENCE RUN THENCE NORTH 89 DEGREES 44 MINUTES 36 SECONDS EAST 1327.86 FEET TO A CONCRETE MONUMENT AT THE EAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 19 SECONDS EAST 543.63 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 23 SECONDS EAST 747.32 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 47 SECONDS EAST 230.62 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 18 DEGREES 00 MINUTES 09 SECONDS EAST 1077.31 FEET TO A POINT IN TIMBERLAKE SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF PARCEL DESCRIBED HEREIN. FROM SAID POINT OF BEGINNING RUN NORTH 25 DEGREES 27 MINUTES 00 SECONDS EAST 1149.51 FEET TO A POINT AT THE EDGE OF TIMBERLAKE; THENCE THENCE RUN NORTH 36 DEGREES 44 MINUTES 38 SECONDS EAST 394.64 FEET TO AN IRON PIN; THENCE RUN SOUTH 40 DEGREES 45 MINUTES 07 SECONDS EAST 96.97 FEET TO AN IRON PIN; THENCE RUN ALONG A CURVE AN ARC DISTANCE OF 4.28 FEET, SAID ARC HAVING A CHORD DISTANCE OF 4.28 FEET AND A CHORD BEARING OF SOUTH 41 DEGREES 03 MINUTES 41 SECONDS EAST, TO AN IRON PIN; THENCE RUN ALONG A CURVE AN ARC DISTANCE OF 90.88 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 47 DEGREES 58 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 90.60 FEET, TO AN IRON PIN; THENCE RUN ALONG A CURVE AN ARC DISTANCE OF 21.48 FEET, SAID ARC HAVING A CHORD DISTANCE OF 21.478 FEET AND A CHORD BEARING OF SOUTH 56 DEGREES 01 MINUTES 08 SECONDS EAST, TO AN IRON PIN; THENCE RUN SOUTH 57 DEGREES 36 MINUTES 00 SECONDS EAST 78.52 FEET TO AN IRON PIN; THENCE RUN SOUTH 57 DEGREES 36 MINUTES 00 SECONDS EAST 109.47 FEET TO AN IRON PIN; THENCE RUN SOUTH 41 DEGREES 51 MINUTES 03 SECONDS WEST 49.56 FEET TO AN IRON PIN; THENCE RUN SOUTH 10 DEGREES 10 MINUTES 23 SECONDS WEST 71.79 FEET TO AN IRON PIN; THENCE RUN SOUTH 63 DEGREES 41 MINUTES 00 SECONDS WEST 19.01 FEET TO AN IRON PIN; THENCE RUN SOUTH 41 DEGREES 51 MINUTES 01 SECONDS WEST 235.60 FEET TO A POINT ON THE NORTHEAST EDGE OF TIMBERLAKE; THENCE RUN ALONG THE EDGE OF TIMBERLAKE SOUTH 53 DEGREES 00 MINUTES 11 SECONDS EAST 2.25 FEET TO A POINT; THENCE RUN SOUTH 43 DEGREES 55 MINUTES 04 SECONDS WEST 1126.54 TO THE POINT OF BEGINNING.

AND ALSO:

Commence at the NW Corner of Section 27, Township 2 North, Range 12 East, Hamilton County, Florida; thence run N 89°44'36" E, 1327.86 feet to a Concrete Marker; thence run S 00°15'25" E, 1521.57 feet to a Concrete Marker on edge of Lake; thence run S 18°00'09" E, 1077.31 feet to a point in Lake for the POINT OF BEGINNING; thence run S 21°41'22" E, 1336.69 feet to an Iron Rod; thence run S 18°43'18" E, 500.47 feet to the right of way of a 60 foot road; thence run S 41°36'42" W along the right of way of road 100 feet; thence run N 17°22'03" W, 521.16 feet; thence run N 18°31'43" W, 1363.82 feet back to the POINT OF BEGINNING; containing 2.10 acres, more or less.

AND ALSO:

EXHIBIT "A"

Commence at the Northwest Corner of Section 27, Township 2 North, Range 12 East, Hamilton County, Florida; Thence run N 89°44'36" E 1327.86 feet to a Concrete Marker; Thence run S 00°15'25" E 1521.57 feet to a Concrete Marker on edge of Lake; Thence run S 18°00'09" E 1077.31 feet to a point in Lake for the P.O.B.; Thence run S 21°41'22" E 1336.69 feet to an Iron Rod on Edge of Lake; Thence run S 17°22'03" E 521.16 feet to an Iron Rod being on the Right-of-Way of a 60 foot Road; Thence run S 41°36'42" W along the Right-of-Way of Road 100.00 feet to an Iron Rod; Thence run N 16°07'03" W 542.11 feet to an Iron Rod on the edge of Lake; Thence run N 15°28'06" W 1195.02 feet back to the P.O.B.; Containing 2.13 Acres more or less.

Subject to an easement for purposes of utilities and drainage in width of 20 feet along any road and 10 feet along any side or sides thereof.

EXHIBIT "A"
CONTINUED
PAGE TWO

AND ALSO:

All that tract or parcel of land situate, lying and being in Section 27, Township 2 North, Range 12 East, Hamilton County, Florida, and being more particularly described as follows:

As a Point of Reference only commence at the North-west corner of Section 27, Township 2 North, Range 12 East, and from said Point of Reference run thence North 89 degrees 44 minutes 36 seconds East 1327.86 feet to a concrete monument at the Northeast corner of the North-west 1/4 of the Northwest 1/4 of said Section 27; thence run South 48 degrees 19 minutes 47 seconds East 1436.08 feet to an iron pin; thence run North 65 degrees 21 minutes 25 seconds East 661.38 feet to an iron pin; thence run South 01 degrees 25 minutes 04 seconds East 107.09 feet to an iron pin, said iron pin being the Point of Beginning of the tract or parcel described herein. From said Point of Beginning run South 55 degrees 41 minutes 53 seconds East 73.30 feet to an iron pin; thence run South 48 degrees 40 minutes 29 seconds West 676.32 feet to an iron pin; thence run along a curve an arc distance of 69.67 feet, said arc having a chord bearing of North 46 degrees 39 minutes 49 seconds West and a chord distance of 69.55 feet, to an iron pin; thence run North 40 degrees 45 minutes 07 seconds West 98.92 feet to an iron pin; thence run along a curve an arc distance of 26.98 feet, said arc having a chord bearing of North 21 degrees 17 minutes 42 seconds West and a chord distance of 26.65 feet, to an iron pin; thence run North 59 degrees 16 minutes 16 seconds East 667.63 feet to the Point of Beginning.

Subject to an easement for purposes of utilities and drainage in width of 20 feet along any road and 10 feet along any side or sides thereof.

AND ALSO:

All that tract or parcel of land situate, lying and being in Section 27, Township 2 North, Range 12 East, Hamilton County, Florida, and being more particularly described as follows:

As a Point of Reference only commence at the North-west corner of Section 27, Township 2 North, Range 12 East, and from said Point of Reference run thence North 89 degrees 44 minutes 36 seconds East 1327.86 feet to a concrete monument at the Northeast corner of the North-west 1/4 of the Northwest 1/4 of said Section 27; thence run South 48 degrees 19 minutes 47 seconds East 1436.08 feet to an iron pin; thence run North 65 degrees 21 minutes 25 seconds East 661.38 feet to an iron pin; thence run South 01 degrees 25 minutes 04 seconds East 107.09 feet to an iron pin; thence run South 55 degrees 41 minutes 53 seconds East 73.30 feet to an iron pin, said iron pin being the Point of Beginning of the tract or parcel of land described herein. From said Point of Beginning run South 55 degrees 41 minutes 53 seconds East 73.30 feet to an iron pin; thence run South 31 degrees 29 minutes 22 seconds West 221.04 feet to an iron pin; thence run South 25 degrees 50 minutes 02 seconds West 216.32 feet to an iron pin; thence run South 15 degrees 58 minutes 39 seconds West 254.76 feet to an iron pin; thence run North 39 degrees 59 minutes 55 seconds West 93.87 feet to an iron pin; thence run along a curve an arc distance of 43.44 feet, said arc having a chord distance of 43.29 feet and a chord bearing of North 49 degrees 18 minutes 12 seconds West, to an iron pin; thence run North 57 degrees 36 minutes 00 seconds West 108.71 feet to an iron pin; thence run North 38 degrees 20 minutes 41 seconds East 651.59 feet to the aforesaid Point of Beginning.

Subject to an easement for purposes of utilities and drainage in width of 20 feet along any road and 10 feet along any side or sides thereof.

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EXHIBIT "A"
CONTINUED

AND ALSO:

COMMENCING AT THE S.W. CORNER OF SECTION 22, T2N R2E, HAMILTON COUNTY FLORIDA; THENCE RUN N00°34'13"E ALONG THE SECTION LINE 2642.32 FEET TO THE 1/4 SECTION CORNER FOR THE P.O.B.; THENCE RUN N89°25'47" EAST 71.70 FEET; THENCE RUN N00°00'25" WEST 1300.00 FEET; THENCE RUN S89°25'55" EAST 2720.32 FEET; THENCE RUN S00°34'13" WEST 487.00 FEET; THENCE RUN N89°25'47" EAST 820.00 FEET; THENCE RUN N00°34'13"E 426.50 FEET; THENCE RUN S89°25'47" EAST 615.00 FEET TO THE CURVE OF A 50 FOOT RADIUS CUL-DE-SAC; THENCE RUN ALONG THE ARC OF THE CUL-DE-SAC 249.80 FEET TO THE NORTH R/W OF A 60 FOOT ROAD; THENCE RUN N89°25'47" WEST 2042.02 FEET; THENCE RUN N00°34'13" EAST 120.00 FEET TO THE CURVE OF A 50 FOOT RADIUS CUL-DE-SAC; THENCE RUN ALONG THE ARC OF THE CUL-DE-SAC 249.80 FEET TO THE WEST R/W OF A 60 FOOT ROAD; THENCE RUN S00°34'13" EAST 546.50 FEET; THENCE RUN N89°25'47"W 259.52 FT. TO THE CURVE OF A 50 FOOT RADIUS CUL-DE-SAC; THENCE RUN ALONG THE ARC OF THE CUL-DE-SAC 249.8 FEET TO THE SOUTH R/W OF A 60 FOOT ROAD; THENCE RUN S89°25'47"E 1686.38 FEET; THENCE RUN S00°34'13"E 436.00 FEET; THENCE RUN N89°25'47"W 1755.32 TO POINT OF BEGINNING.

AND ALSO:

Commencing at the S.W. Corner of Section 22, Township 2 North, Range 12 East, Hamilton County, Fla.; Thence run N00°34'13"E along the Section Line 2642.32 feet to the 1/4 Section Corner; Thence run S89°25'47"E 1755.32 feet to the West R/W of a 60 foot Road; Thence run N00°34'13"E along the R/W of Road 496.00 feet to the North R/W of a 60 foot Road; Thence run N89°25'47"W along the South R/W of Road 1129.02 feet for the P.O.B.; Thence run N00°34'13"E 366.50 feet to the South R/W of a 60 foot Road; Thence run N89°25'47"W along the R/W of Road 1367.02 feet to the East R/W of Road; Thence run S00°34'13"W along the East R/W of Road 366.50 feet to the North R/W of a 60 foot Road; Thence run S89°25'47"E along the R/W of Road 1367.02 feet back to the P.O.B.; Containing 2.00 Acres more or less.

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RECORDED IN
1988 JUN 24 AM 9:10
RECORD VERIFIED
CLERK OF CIRCUIT COURT
HAMILTON COUNTY, FLORIDA