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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR FLYING OAKS SUBDIVISION

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THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS for FLYING OAKS SUBDIVISION as described in Exhibit "A" attached hereto (hereinafter referred to as the "Protective Covenants") is made this 2 day of MARCH, 1981, by DAVID L. WALKER and PAUL E. TIEDT, (hereinafter referred to as "Walker and Tiedt"), the Developers and Partners of the real property subject to these Protective Covenants, said real property being referred to as FLYING OAKS SUBDIVISION.

WHEREAS, WALKER AND TIEDT, the Developers and owners of the real property described on Exhibit "A" attached hereto, and have also conveyed part of said property to Purchasers who have executed these Protective Covenants to acknowledge their consent to them; and

WHEREAS, WALKER AND TIEDT have caused to be formed LITTLE RIVER PROPERTY OWNER'S 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, airstrip and other areas, and the enforcement of the covenants and restrictions contained herein as well as collection and disbursement of maintenance and upkeep expenses.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer, Owner and Association hereby 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.

Unofficial Document

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1. Each owner is hereby granted an irrevocable nonexclusive easement of use in the road areas and the airstrip mentioned herein shown on the recorded plat of the subdivision, and on the plat of FLYING OAKS SUBDIVISION, to be recorded, which easement shall pass automatically and run with title to each lot. The airstrip may be used ~~only as an airstrip.~~

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2. The Developer has delegated to the Association the responsibility and duties of owning, administering, and maintaining the road areas and airstrip shown on said plat, and the duty of assessing and collecting the expenses for administering and maintaining such areas and any further areas that may subsequently be deeded to it.

3. Each lot owner shall automatically be a member of the Association, including the Developer so long as he owns any lot or lots, 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.

4. Until Seventy-five Percent (75%) of the lots in the subdivisions named herein or developed in the future on land as shown in Exhibit "A" have been sold by the Developer, all expenses for road maintenance shall be borne by the Developer and there shall be no assessments against any lot owner prior to such date. Thereafter, the non-profit Association shall assess the estimated necessary expenses for maintaining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer.

5. Except as to Paragraph Six (6) hereinbelow, and that ingress and egress to any lot may not be impaired in any way, this Declaration can be amended at any time by a Seventy-Five percent (75%) vote in favor thereof by the members.

6. The Developer reserves the right to bring within the scheme of this Declaration that certain adjacent property, "Additional Property", with the legal description therefor attached hereto as Exhibit "B". The future owners of sites within the additional property are allowed non-exclusive easements of use both within the roadways, and airstrip. The future owners of additional property

will become members, have one vote per lot standing, and be subject to assessment for their pro-rata share of Association expenses. Developer's automatic right under the provisions of this subsection to bring additional land within the scheme of this Declaration terminates on December 31, 1990. **CVCL 214 PAGE 66**

THE FOLLOWING LAND USE COVENANTS & 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 January 1, 2000, at which time these covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to terminate or change said covenants in whole or in part by written instrument duly recorded in the Public Records of Suwannee County, Florida, to-wit:

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 any real property situated in said development or subdivision to prosecute or bring a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, 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 by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C. Livestock is allowed so long as it is properly maintained and cared for, and no quantities of stock that are improperly maintained or cared for may be kept. No feeder lot operations are allowed.

D. No outhouses shall be allowed. All other sanitary facilities shall meet the requirements of the State Board of Health or other proper regulatory agency.

E. No tract shall be used for the storage of unsightly or unsanitary articles or for the storage of any material that is detrimental to the value of any other tract.

F. All improvements shall be of a neat and presentable nature and shall not detract from the value of any other parcel of land

within the subdivision. No used or tarpaper siding shall be allowed.

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G. "Developers" when used in this deed of restrictions shall at all times mean the record owners of the property as of the date of this deed of restrictions, their nominees, successors or assigns.

H. The covenants hereof are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years beginning MARCH 2 - 1981, after which time said covenants shall be automatically extended for a period of 10 years unless an instrument signed by a majority of the owners of the lots have been recorded agreeing to change said covenants in whole or in part. However, these restrictions may be amended, changed or terminated with the written consent of three-fourths (3/4ths) of all property owners, except that ingress and egress to any lot may not be impaired in any way.

I. Enforcement of these provisions shall be by proceedings at law or in equity against any person(s) violating any covenant, either to restrain violation or to recover damages. Any owner of said non-profit Florida corporation shall maintain said action.

J. No used or junk automobiles or automobile parts, whether new or used, shall be stored or accumulated on any tract at any time.

K. The minimum setback from the road for the erection of homes or the installation of mobile homes shall be twenty-five (25) feet from the edge of the road. Side setbacks shall be fifteen (15) feet.

L. No fences or other obstructions shall be placed on any lot in any manner as to obstruct the natural flow of the creek, or interfere with the use of the creek by any lot owner.

M. No lot owner shall erect a structure that will interfere with the safety of aircraft using Little River Airport located in Sections 22 and 27, Township 4 South, Range 14 East, Suwannee County, Florida. Nor shall any lot owner interfere with the enjoyment or use of said Airport by the Developers or any person authorized by the Developers to use said Airport.

N. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer or by virtue of any judicial proceedings, the Developer and the owners of lots in the Subdivision 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 or breach of any of them. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver or 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 any 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.

O. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon each lot against which each such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law, and costs of collection 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 Suwannee County, Florida, of a written and acknowledged statement

by the Association setting forth the amount due it as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment 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 the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the 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.

If for any reason a public agency assumes maintenance of the roads, road rights-of-way and easements at the request of the members the costs thereof shall become liens against the individual lots in the subdivision in the same manner as is set forth above.

All other restrictive and protective covenants shall continue in full force and effect indefinitely unless and until invalidated by Court Judgement or Decree.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants have been signed by the Developer named on the first page hereof and lot owners of property described herein as of the day and year first above set forth.

Witnesses:

W. Fred Campbell

David L. Walker
David L. Walker

Blaine Walker

Paul E. Tiedt
Paul E. Tiedt

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID L. WALKER and PAUL E. TIEDT, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes

therein expressed.

WITNESS my hand and official seal at the state and county aforesaid this 2nd day of March, 1981.

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[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 24, 1982
Bonded By American Fire & Casualty Company

THE UNDERSIGNED HEREBY consent to the above Restrictions.

Witnesses:

[Signature]
[Signature]

[Signature]
James W. MacFarland
[Signature]
Lucia G. MacFarland

STATE OF FLORIDA
COUNTY

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JAMES W. MACFARLAND and LUCIA G. MACFARLAND, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at the state and county aforesaid this 2nd day of March, 1981

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 24, 1982
Bonded By American Fire & Casualty Company

