

SUWANNEE COUNTY
SUBDIVISION DISCLOSURE STATEMENT
(FOR SUBDIVISIONS LOCATED WITHIN SUWANNEE COUNTY)

STATE OF FLORIDA, COUNTY OF SUWANNEE

RE: COTTAGES AT RIVER HAMMOCK SUBDIVISION

SUBDIVIDER/DEVELOPER: Advent Christian Village, Inc.
10680 Dowling Park Drive
Live Oak, FL 32060

DB RB
The undersigned does hereby certify that the following disclosures regarding Cottages at River Hammock Subdivision are true and correct to the best of the undersigned knowledge. THAT the undersigned has been duly authorized to prepare and is the person responsible for the content of the accompanying Disclosure Statement.

Signature: James A. Schenck
James A. Schenck, Vice President
For Dowling Park Village Square, Inc.

Date: 11-16-2017

GENERAL LOCATION:

Cottages at River Hammock Subdivision Unit I consists of approximately 1.6 acres located in Suwannee County, Florida at Dowling Park. The Subdivision is located adjacent to the Advent Christian Village, an established retirement center. Dowling Park is approximately 18 miles South West of Live Oak, Florida along County Highway 136.

ENCUMBRANCES: None

DEED RESTRICTIONS:

A copy of the Declaration of covenants and restrictions for Cottages at River Hammock Subdivision is attached as Exhibit I of this disclosure statement.

RESERVATIONS OR EXCEPTIONS IN TITLE:

Common Easements have been granted to utilities within the rights of ways described in the plat. These easements are granted for the distribution of utilities to the individual lots. Prior Easements granted to Suwannee Valley Electric for the distribution of Electrical service within the Platted Areas as recorded on May 14, 1986 and again on September 21, 1984.

ACCESS:

Physical and legal access to the property is provided from a county right of way (County Road 136) across properties owned by the Advent Christian Village Inc. by grant of perpetual easement along Dowling Park Drive North of Marvin Jones Blvd and along Marvin Jones Boulevard west, and further across established roads in the Riverwoods Subdivision owned by Dowling Park Village Square Inc. by way of a perpetual easement in favor of each lot owner. Access is provided from a two lane county road, across a two lane private road with a sixty foot right of way, and across a divided two lane boulevard with a one hundred foot right of way, and across a two lane private road with a 60 foot right of way.

ZONING/LAND USE:

The property contained within Cottages at River Hammock Subdivision Unit I is intended for use as single family dwellings. Portions of the property contained in Cottages at River Hammock Subdivision Unit I are zoned RMF-2, and the remaining areas are zoned RMF-3. Residential Multifamily Housing 2 and 3 are areas designated within an urban center that are intended to allow for medium and high density housing. Subject property underlies military training route VR-1003. The potential exists for high speed, low-flying aircraft overflying these areas.

The elevation of the property ranges from a low of 59 feet to a high of 62 feet above sea level. Portions of the property have been designated as being in a flood hazard area. Suwannee County is currently participating in the Federal Flood Program which provides for the availability of federally assisted flood insurance to individual homeowners. The minimum finish floor elevation required in this area will be 62 feet above sea level. Some lots will require fill in order to meet these requirements.

UTILITIES:

Water Supply:

Potable water is provided by a central water system owned and operated by the Advent Christian Village, Inc. Service is available at the present time. A combined one time connection fee of \$1,500.00 is assessed to each purchaser for connection to the water and sewer systems. In addition, the Advent Christian Village, Inc. will collect a monthly fee consisting of a base charge and an amount per 1000 gal of water used. At the present time these charges are \$37.90 base charge plus \$4.75 per 1000 gal over a 2000 gal base amount.

Disposal of domestic sewer is provided by a central sewer treatment facility owned and operated by the Advent Christian Village, Inc. Service is available at the present time. As described under the Water Section there is a combined one time charge for connection to the Sewer System, in addition to monthly combined billings.

Electrical Service:

Electrical Utilities are provided by Suwannee Valley Electric Cooperative, and are available at this time. There are no additional charges imposed for the extension of service to the lot.

Telephone service is provided by Windstream, and is available at this time. There are no additional charges imposed for the extension of service to the lot.

NON-AD VALOREM ASSESSMENTS:

Suwannee County presently assesses a Non-ad valorem tax for the purposes of providing garbage disposal services and fire protection services.

BUILDING PERMITS FROM THE SUWANNEE COUNTY BUILDING AND ZONING DEPARTMENT WILL BE REQUIRED FOR THE CONSTRUCTION OF ANY DWELLINGS OR OTHER STRUCTURES ON THE PROPERTY. LOTS DEPICTED ON THIS PLAT MAY NOT BE FURTHER SUBDIVIDED.

OWNERSHIP OF COMMON AREAS AND ROADS:

Ownership of the common areas and roads shall remain with the Developer, its successors and assigns, and shall be maintained for the continued use and common enjoyment of the residents of the subdivision and such other persons as may be designated by the Developer.

MAINTENANCE OF ROADWAYS:

The maintenance of all roads, drainage systems and common areas shall be the responsibility of the Developer, DOWLING PARK VILLAGE SQUARE, INC., who shall be entitled to be reimbursed for said maintenance by Cottages at River Hammock Homeowners Association, through assessments to the individual property owners. More specific descriptions of assessment to individual home owners are contained in Cottages at River Hammock Declaration of Restrictions, Covenants, and Easements, a copy of which is attached hereto.

Maintenance Entity:

DOWLING PARK VILLAGE SQUARE, INC. D/B/A DOWLING PARK DEVELOPMENT
HWY 136
Dowling Park, FL 32060

We must give you a copy of this Subdivision Disclosure Statement and give you an opportunity to read it before you sign any contract or agreement. By signing this receipt you acknowledge that you have received a copy of our Disclosure in advance of the signing of the contract or agreement.

Received by: 

Street Address: 10680 Dowling Park Drive

City: Live Oak, FL 32060

Signed: 

Date: Nov. 6, 2017

DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS
AND CONDITIONS OF COTTAGES AT RIVER HAMMOCK, A SUBDIVISION SITUATED
IN SUWANNEE COUNTY, FLORIDA

This Declaration is made this 6th day of November, 2017, by THE ADVENT CHRISTIAN VILLAGE, INC., a Florida Not for Profit corporation (hereinafter referred to as the "Declarant").

Declarant is the owner of certain real property, including the Units (as that term is hereinafter defined) now or hereafter constructed on that real property, situate in Suwannee County, Florida, more fully described in Exhibit "A" which is attached hereto and made a part hereof as if fully set forth herein (hereinafter referred to as the "Property"), and hereby declares that the Property is and shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to the restrictions, covenants, easements and conditions contained in this Declaration. The restrictions, covenants, easements and conditions set forth in this Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entities having any right, title or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns. Cottages at River Hammock Homeowners Associations, Inc. (hereinafter referred to as the "Association") does hereby join and consent to this Declaration pursuant to the Joinder and Consent more fully set forth in Exhibit "B", which is attached hereto and made a part hereof as if fully set forth herein, and hereby declares that any portion of the Property owned by the Association is and shall be subject to the restrictions, covenants, easements and conditions contained in this Declaration.

ARTICLE 1

Definitions

Each of the following terms shall have the meaning ascribed thereto whenever used in this Declaration:

SECTION 1.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time.

SECTION 1.2. "Association" shall mean and refer to Cottages at River Hammock Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

SECTION 1.3. "Board" shall mean and refer to the Board of Trustees of the Association.

SECTION 1.4. "Bylaws" shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.

SECTION 1.5. "Trustees" or "the Trustee" shall mean and refer to the Trustees of the Association.

SECTION 1.6. "Common Area" shall mean and refer to all real property, and any buildings and improvements thereon, owned or leased by, or dedicated to, the Association, or to which the Association has been granted a license, for the common use and enjoyment of the Owners. The Common Area shall consist of:

- (a) All portions of the Property considered as woods and recreational areas and amenities, that are not Units.
- (b) All portions of the Property that are not dedicated to a governmental entity or to the public for a public use;
- (c) The open spaces between the Units;
- (d) The private roads and walkways to the Units; and
- (e) The parking areas located in the Property.
- (f) Storm Water Management System.

SECTION 1.7. "Declarant" shall mean and refer ADVENT CHRISTIAN VILLAGE, INC., a Florida Not for Profit corporation, its successors and assigns.

SECTION 1.8. "Declaration" shall mean this Declaration of Restrictions, Covenants, Easements and Conditions of Cottages at River Hammock as it may be amended from time to time.

SECTION 1.9. "Easement Agreement" shall mean and refer to that certain Easement Agreement to be entered into between the Association and Declarant relative to ingress and egress, use rights and maintenance responsibilities, if any, for those portions of the Roadway Areas as described in the Plat of Cottages at River Hammock, filed in Plat Book #1, Page 566 of the Public Records of Suwannee County, Florida, and any improvements to be located thereon.

SECTION 1.10. "Institutional Mortgagee" shall mean and refer to any lending institution that has a lien upon a Unit by virtue of its owning or holding a mortgage given by the Owner of the Unit, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state bank, a real estate investment trust, an agency of the United States government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any mortgage company doing business in the State of Florida and the Declarant.

SECTION 1.11. "Cottages Recreational Amenities" shall refer to any building or improvement, woods, walking areas, trails, docks and gazebos but not limited thereto, located on or within Cottages recreational area. These amenities may or may not be owned by the Association, and may be useable by the Association pursuant to licenses granted by the Declarant.

SECTION 1.12. "Lot" shall mean and refer to each platted lot located within the boundaries of the Property that is not a Unit, Common Area or Recreational Area, but upon which it is intended that a residential dwelling be constructed.

SECTION 1.13. "Member" shall mean and refer to each person and entity that is a member of the Association pursuant to Article III, Paragraph 3.1, of the Bylaws.

SECTION 1.14. "Owner" shall collectively mean and refer to the fee simple record title holder or holders of a Unit, excluding any person or entity that has any interest in a Unit merely as security for the performance of an obligation.

SECTION 1.15. "Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Property established by Declarant prior to Declarant's transfer of control of the Association to the Owners and thereafter to any and all rules and regulations approved by the Board of Trustees of the Association, in accordance with the terms and provisions contained in Article 16 of this Declaration.



Barry A. Baker Clerk, Suwannee County
Clerk of the Circuit Court
File#2018206940 OR:2071 PG: 376 Pages: 1 of 14 RPC
Rec:9/6/2018 11:44 AM

SECTION 1.16. "Unit" shall mean and refer to each Lot located on the Property upon which a single family residential dwelling, attached or detached, is substantially completed as evidenced by a Certificate of Occupancy issued by the appropriate governmental agency.

ARTICLE 2

Annexation and Withdrawal

SECTION 2.1. Annexation by Declarant. Declarant hereby reserves the right to annex to the Property additional residential property, roadways, common areas and recreation areas. Declarant shall have such right until such time as Declarant transfers control of the Association to the Owners as provided in Article 6 of this Declaration, except that at such time as Declarant transfers control of the Association to the Owners as provided in Article 6 of this Declaration, or until such time as the Declarant owns no residential units in the subdivision, whichever shall first occur, Declarant must secure a two-thirds (2/3) majority vote of the Owners present in person or by proxy at a special meeting of the meetings called for that purpose, and held in accordance with the terms and provisions of the By-laws and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required, but such annexation shall be limited to properties owned by Declarant. Otherwise, Declarant's exercise of such rights shall not require the consent of any other person or entity, except for approval, if required, by any applicable governmental entity with jurisdiction over the use and occupancy of the Property. Any additional residential property, roadway areas, common areas or recreation areas that Declarant may annex to the Property shall be subject to the terms and provisions of this Declaration upon Declarant's execution and recording in the Public Records of Suwannee County, Florida, of an amendment to this Declaration effecting such annexation. Such amendment shall refer to this Declaration and shall incorporate by reference all of the restrictions, covenants, easements, and conditions contained in this Declaration, thereby subjecting the annexed residential property, roadway areas, common areas or recreational areas to the restrictions, covenants, easements and conditions of this Declaration as though the annexed properties were fully described herein as a portion of the Property. Any such amendment may contain only additions or modifications of the restrictions, covenants, easements, and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed properties so long as such additions or modifications are not inconsistent with the general scheme of this Declaration.

SECTION 2.2. Annexation by Owners. The Owners and the Association are forever prohibited from annexing additional residential property, roadways, common areas, and recreation areas without the express written consent of the Declarant, its successors and assigns, and then only after control of the Association has been transferred to the Owners and then only upon the vote of two-thirds (2/3) of the Owners present in person or by proxy at a special meeting of the members called for that purpose and held in accordance with the terms and provisions of the By-Laws, and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required, but such annexation shall be limited to properties owned by Declarant.

SECTION 2.3. Withdrawal by Declarant. Declarant reserves the right to withdraw any portion of the Property, including but not limited to, any residential property, roadway areas, common areas and recreation areas that may be annexed pursuant to Section 2.1 of this Article 2, from the restrictions, covenants, easements and conditions of this Declaration. Declarant shall have this right until such time as Declarant transfers control of the Association to the Owners. Declarant shall exercise Declarant's right of withdrawal by execution and recording in the Public Records of Suwannee County, Florida, an amendment to this Declaration effecting such withdrawal; provided, however, that Declarant's right of withdrawal shall not be applicable to any portion of the Property that has been conveyed to an Owner unless Declarant specifically reserves such right of withdrawal in the Owner's Special Warranty Deed or other instrument of conveyance. Declarant's withdrawal of any portion of the Property shall not require the consent of any person or entity, including, but not limited to, any Owner, the Association, or any Mortgagee of the Property. Notwithstanding the provisions of this Section 2.3, in the event of the withdrawal of any portion of the Property, the owner of the withdrawn property shall remain responsible for its pro rata performance of the obligations under the Easement Agreement. The Association shall have lien rights over the withdrawn property, including Units, Lots, and Common Areas. In the event the owner of the withdrawn property fails to pay its pro rata portion of payments under the Easement Agreement, the Association may place a lien on the withdrawn property, or any portion thereof, which may be foreclosed in the same manner as a mortgage in the State of Florida.

SECTION 2.4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court, Third Judicial Circuit, in and for Suwannee County, Florida to manage the affairs of the dissolved Association in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. The portion of the Property consisting of the surface water management system, shall be transferred to the Advent Christian Village, Inc., a Florida corporation, not for profit, its successors and assigns. In the event The Advent Christian Village, Inc. is no longer in existence, or declines to accept the dedication, then the Property consisting of the surface water management system shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to surface water management purpose. Likewise, in the event of the dissolution of the Association, all common area properties owned by the Association, if any, shall revert to the Advent Christian Village, Inc., its successors and assigns.

ARTICLE 3

Property Rights

SECTION 3.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, Recreation Area, and Amenities. Such right and easement shall be appurtenant to, and shall pass with, the title to every Unit or authorized right to occupy any Unit, subject to the following:

- (a) The Association's right to suspend an Owner's voting rights and right to use the Recreation Area and Common Area and Amenities for a period during which any assessment against the Owner's Unit remains unpaid;
- (b) The Association's right to suspend an Owner's voting rights and right to use the Recreation Area and Common Area and Amenities for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;
- (c) The Association shall not have the right to dedicate or transfer all or any part of the Common Area, Roadway Area, and Amenities to any public agency, authority, or utility without the consent of the Declarant. However, any such dedication or transfer shall be approved by a two-thirds (2/3) majority vote of the Owners present at a special meeting called for that purpose and held in accordance with the terms and provisions of the By-Laws and by prior written consent of the Declarant;
- (d) Any and all rules and regulations that govern the use and enjoyment of the Common Area, Recreation Area, and Amenities;
- (e) The Association shall not have the right without the prior written consent of the Declarant, to grant permits, licenses, and easements over, in, across and under the Common Area, Recreation Areas, Roadways, and Amenities for such services, utilities, roads and other purposes.
- (f) The Association shall not have the right, without the prior written consent of the Declarant, to grant an easement for the encroachment of any building or other improvement located on the Property upon any Unit and for the encroachment of any Unit upon the Property, which encroachment results from minor inaccuracies in survey, construction or reconstruction, or from settlement or movement. Any

such easement for an encroachment shall include an easement in favor of the owner of the encroachment for the maintenance, occupancy and use of the encroaching Unit, building or improvement, whether the owner be an Owner, the Association, or any public or governmental agency, authority or utility to which any portion of the Property has been dedicated or transferred.

SECTION 3.2. Delegation of Use. Any owner may delegate his right in an easement of enjoyment to the Common Area, Recreation Area, and Amenities to the members of Owner's immediate family and to Owner's approved lessees or contract purchaser so long as any such family member or lessee resides in the Owner's Unit and only if such person or persons can meet the requirements of Section 11.2 below. Any such delegation with regard to an Owner's lessees or contract purchaser shall not be effective unless the transfer of occupancy of the Owner's Unit is made in accordance with the terms and provisions of this Declaration. For purposes of this Paragraph, "immediate family" shall include spouses, adult children, parents, parents-in-law, and adult siblings.

SECTION 3.3. Regulation of Use. Notwithstanding anything to the contrary contained herein, Declarant reserves until such time as Declarant transfers control of the Association to the Owners, the right to regulate the use of the Property through the establishment of Rules and Regulations.

SECTION 3.4. Pedestrian Easement. There is hereby created an easement for pedestrian right of way over and across the Common Area, Recreation Area, and Amenities for the purpose of pedestrian passage by all persons who are lawfully upon the Common Areas, to include members of the Riverwoods home owner's association.

SECTION 3.5. Easement in Favor of Declarant. Declarant hereby reserves an easement to enter the Lots, Common Area, Recreation Area, Area and Amenities and Units owned by Declarant, and to perform such operations as in Declarant's sole opinion may be reasonably required, convenient or incidental to the construction, sale and lease of the Units, including, but not limited to, the construction and/or maintenance of Units, business offices, sales and leasing offices, workshops, maintenance areas, storage areas, construction yards, signs, flags, banners and model Units.

SECTION 3.6. Ingress and Egress Regulation by Declarant. The Declarant and the Association shall have the unrestricted and absolute right, but not obligation, to deny ingress and egress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the property; provided that, the Declarant or the Association shall not deny an Owner or Institutional Mortgagee the right of ingress or egress or right to obtain utility services to any portion of the Property owned by such Owner or Institutional Mortgagee. The Declarant and the Association shall have (1) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; and (2) the right, but not obligation, from time to time, to control and regulate all types of traffic on the Common Roads. The Declarant and the Association shall have the right, but not obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for Assessments and to prohibit the use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", All Terrain Vehicles, three-wheeled vehicles), which in the opinion of the Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the owners, (3) the right but not obligation to control and prohibit parking on all or any part of the Common Roads, and the right, but not obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial which is placed or located on the Property, if the location of the same will, in the opinion of the Declarant or the Association, obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to re-designate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Institutional Mortgagee, so long as no Owner or his Institutional Mortgagee is denied reasonable access from his Lot or Dwelling Unit to a public roadway by such re-designation, relocation or closure.

SECTION 3.7. Central Telecommunication Receiving and Distribution System. The Declarant hereby reserves to itself, its successors and assigns, an exclusive easement for installing, maintaining and supplying the services of any central telecommunications receiving and distribution system ("Cable Television Service") serving the Property. Declarant reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as Declarant may, in its sole discretion, deem appropriate. The Declarant, its successors and assigns shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed the maximum allowable charge for Cable Television Services to single family residences if defined by the Code of Laws and Ordinances of the County.

SECTION 3.8 Water and Sewer Service and Easements. The Advent Christian Village, Inc. or its successor or separate utility corporation, incorporated for that purpose, has the sole and exclusive right to provide all water and sewage facilities in service to the Property. No well of any kind shall be dug or drilled on any one of the Lots or Tracts to provide water for use within the structures to be built, and no potable water shall be used within said structure, except potable water which is obtained from The Advent Christian Village, Inc. or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for irrigation of any yard or garden, or any Lot or Tract or to be used exclusively for air conditioning. All sewage from any Dwelling Unit must be disposed of through sewage lines and disposal plant owned and controlled by The Advent Christian Village, Inc. or its successors or assigns. CottagesNo water from air conditioning systems, ice machines, swimming pools or any other form of condensate water shall be disposed of through the lines of the sewer system. The Advent Christian Village, Inc., its successors or assigns, has a non-exclusive perpetual easement and right in and to, over and under, the utility easement for the purpose of installation and/or repair of water and sewage facilities.

ARTICLE 4

Voting Rights

SECTION 4.1. Membership. Each current and future Lot owner will, during the period of ownership, be a member of the Association. Membership in the Association will be appurtenant to, and may not be separated from, ownership of a Unit.

SECTION 4.2. One Vote Per Unit. Each Unit shall be allocated and entitled to one vote in any Association matter requiring a vote of the Members. When any Unit is owned by more than one person or entity, all such persons or entities shall be Members, but in no event shall more than one vote be cast with respect to any one Unit. When a Unit is owned by more than one person or entity, those persons or entities shall designate one of them for the purpose of casting the vote that is appurtenant to their Unit. When a Unit is owned by an entity, the entity shall designate a partner, officer or employee of the entity for the purpose of casting the vote that is appurtenant to the entity's Unit. However, the Declarant shall always be a member entitled to at least one vote, even when all units have been conveyed or otherwise disposed of. All such designations shall be made in accordance with the terms and provisions of the Bylaws.

ARTICLE 5

Transfer of Control of the Association

SECTION 5.1. Declarant's Transfer of Control. Declarant shall transfer control of the Association to the Owners upon the earliest of the following events:

- (a) Six (6) months after ninety percent (90%) of the Units have been conveyed by Declarant to Owners other than Declarant, by Special Warranty Deed or otherwise;
- (b) Such earlier date as Declarant may, at Declarant's option, determine.
- (c) The Association upon 2/3 majority vote may, with declarant's consent, extend the declarant's control of the association for up to a 5 year term. Successive 5 year term extensions may be granted upon similar 2/3 majority votes and Declarant's Consent.

ARTICLE 6

Maintenance

SECTION 6.1. Common Area, Recreation Area and Roadway Area. The Declarant shall, at all times, at the expense of the Association, maintain or cause to be maintained by contract with a third party, the Common Areas, Recreation Areas, and Amenities in good condition and repair. Such maintenance shall include the maintenance, repair, and replacement of all buildings and improvements owned by, or dedicated or leased to, the Association, including systems for the provision of water, electricity, gas and other utilities thereto.

SECTION 6.2. Right of Entry in Favor of the Association. The Association, acting through its authorized agents and employees, shall have the right to enter any portion of the Property, including individual Units, for the purpose of conducting an inspection to determine whether any maintenance, repair, or replacement is necessary, or to ascertain an Owner's compliance with the provisions of this Declaration, or in case of an emergency such as fire, flood, or hurricane, or for performance of any maintenance, repair, or replacement of any portion of the Property, including individual Units, so long as such entry is made at reasonable times and upon reasonable notice to the Owner of such Unit. Each Owner hereby appoints the Association as the Owner's agent for the purposes provided in this Article 6, and agrees that the Association shall not be liable for any alleged property damage, injury or theft caused or occurring on account of any such entry and inspection by the Association.

SECTION 6.3. Owner's Maintenance Obligation. Each owner is responsible, at the Owner's expense, for the maintenance, repair and replacement of all portions of, and all other improvements constructed on, his Unit which are not the obligation of the Association to maintain, repair and replace as provided in this Article 6. Accordingly, each Owner shall maintain, at his or her expense the following, but limited thereto: the interior of the dwelling and all doors, glass, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, and all air conditioning equipment; and Each Owner is prohibited from performing any of the Association's maintenance, repair or replacement obligations without first obtaining written consent from the Association and No Owner shall plant any additional trees, shrubs, bushes, grass or plants inside or outside the boundaries of his Unit without first obtaining the written consent of the association.

SECTION 6.4. Association's Maintenance Obligation. The association shall be responsible, for the maintenance, repair and replacement of exterior portions of, and other improvements constructed on, owner units as provided in this Article 6. Accordingly, the association shall maintain, at its expense the following: the exterior of the dwelling including all roofs, exterior siding fascia's and soffits, screen enclosures, trim and painting; exterior doors, windows, glass, screens; all water and sewer piping and conduits to the utility connection at the street or at the main; and yards, grounds, trees and shrubs and lawn sprinkler systems. Each Owner is prohibited from performing any of the Association's maintenance, repair or replacement obligations without first obtaining written consent from the Association. No Owner shall plant any additional trees, shrubs, bushes, grass or plants inside or outside the boundaries of his Unit without first obtaining the written consent of the Association. The unit owner shall bear all cost for repairs or replacements required as a result of negligence or willful intent on the part of the owner or owners guests as described in Article 6. Repairs or replacement shall be completed by the association and shall be billed to the unit owner as a special assessment as outlined in Section 6.5.

SECTION 6.5. Owner's Liability. In the event any Owner (a) fails to observe and perform the obligations imposed upon Owner by the terms and provisions of this Declaration with regard to the maintenance, repair and replacement of his Unit and the improvements thereon; or (b) damages or causes any damage to any building, improvements or grounds, the maintenance, repair, replacement or reconstruction of which is the responsibility of the Association or Declarant, or (c) makes or causes to be made any unauthorized improvement, alteration or modification to his Unit or to the Common Area, Recreation Area, Area and Amenities, which improvements, alterations or modifications are not approved in the manner set forth in this Declaration; then, in any such event, the Association shall have the right, after providing ten (10) days' prior written notice, to enter upon the Unit or other affected part of the Property and to cause the necessary repairs, replacements or maintenance to be performed, or to remove any unauthorized improvements, alterations or modifications. The Owner of any Unit as to which the Association acts in accordance with this Section 6.5 shall be responsible for all costs and expenses so incurred by the Association, and the Association shall have the right to add such amounts to the assessments for which such Owner and Unit shall be liable.

ARTICLE 7

Assessments

SECTION 7.1. Assessments. There shall be assessed and established assessments, charges, fees and expenses, as more particularly described herein, for the purpose of providing the Association with funds sufficient to maintain, repair and replace those portions of the Property that are the Association's responsibility to maintain, repair and replace. By acceptance of a Special Warranty Deed or other instrument of conveyance of title to any Unit, each Owner shall be deemed to have covenanted and agreed to pay to the Association the assessments, charges, fees and expenses hereinafter described in this Section 7.1.

SECTION 7.1.1. Annual Assessment. An annual assessment shall be established by the Board of Trustees for the purpose of operating the Association and accomplishing any and all of the Association's purposes, obligations and responsibilities with regard to:

- (a) The ownership, operation, and expense of maintenance, repair, and replacement of the Common Areas, Recreation Areas, Area and Amenities, roads within the subdivision and roads used in common with others which traverse properties within the boundaries of Cottages at River Hammock Subdivision, and any Riverwoods Common Areas and facilities that are owned by The Advent Christian Village, Inc., or Declarant which are made available for the use of the Owners but only upon the Association's pro rata share of the use of those areas or facilities as shall be determined from time to time as provided for by other provisions in this Declaration.
- (b) The payment of any and all taxes, liens, and assessments for public improvements levied or assessed against the Common Area, Recreation Area, Area and Amenities, and equipment or any personal property located thereon and used in connection therewith.
- (c) The payment of any and all charges levied or assessed by any person or entity providing utilities or other services to the

Common Area, Recreation Area, Area and Amenities, including, but not limited to, charges for water, electricity, telephone, sewer, waste removal, extermination, landscaping and for the maintenance, repair and replacement of equipment in connection therewith. Notwithstanding the ability of the Association to assess Owners for the aforementioned charges for utility and other services, it shall be within the Association's discretion whether to assess Owners in the event such charges are billed directly to Owners by the utilities providing said services;

(d) The payment of any and all premiums on any policy of insurance and fidelity bond that may or must be purchased and maintained by the Association in accordance with the terms of this Declaration, including any and all premiums for the renewal of any such policy or bond.

(e) The payment of expenses and costs incurred by the Association for indemnifying and holding harmless Declarant from and against any and all claims, suits, actions, damages, and causes of action, arising from any personal injury, death or property damage that occurs on the Common Area, Recreation Area, Areas and Amenities, including attorney's fees, court costs, in either the defense or any such claim or the commencement of any lawsuit for the purpose of enforcing Declarant's rights hereunder, at all trial and appellate court levels.

(f) The payment of any and all ad valorem taxes and personal property taxes assessed against the Common Area, Recreation Area, Area and Amenities and the equipment, fixtures and personal property located thereon and used in connection therewith.

(g) The payment of any interest, fees, and other charges that are incidental to any of the taxes or assessments enumerated in this Section 7.1.1;

(h) The payment of costs and expenses of the Association for the administration of the Association, including, but not limited to, salaries of secretaries, bookkeepers, accountants and other employees necessary to carry out the obligations of the Association in accordance with the terms and provisions of this Declaration and for retaining a managing company or agent and attorneys for that purpose;

(i) The payment of costs, expenses and fees incurred by the Association in connection with the enforcement of the restrictions, covenants, easements and conditions contained in this Declaration, including, but not limited to, a reasonable attorney's fee and court costs at all trial and appellate levels;

(j) The payment of security costs, and

(k) For costs and expenses of membership in The Advent Christian Village residential membership program when levied by the association

(l) And for such other purpose as a majority of the Board of Trustees deems necessary and appropriate.

The annual assessment shall include reserves for establishing and maintaining an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas, Recreation Area, Area and Amenities and unit maintenance as outlined in Section 6. The annual assessment shall be allocated and assessed equally among the Owners, except during any guarantee period that may be provided for in any contract for the sale and purchase of a Unit between Declarant and an Owner.

SECTION 7.1.2. Special Assessments. In addition to the annual assessment, the Association may levy special assessments for the purposes of defraying the cost of extraordinary items of expense, emergencies or other non-recurring expenses, such as the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Recreation Area, Area and Amenities, including fixtures, equipment and personal property placed thereon and related thereto; provided, however, that any such special assessment must be consented to by a majority vote of the Board of Trustees. Special assessments shall be allocated and assessed equally among the Owners. Special Assessments shall be paid within thirty (30) days after notice of such assessment is sent to the Owners, unless otherwise provided in such notice by the Association.

SECTION 7.2. Payment of Annual Assessments. The annual assessment allocated to each Unit shall be paid no less often than quarterly, with payment due dates to be determined by the Board of Trustees at the time when the Board of Trustees establishes the Annual Operating Budget for the Association. Notwithstanding anything to the contrary contained herein, Declarant shall have the option, in its sole discretion, until such time as Declarant transfer control of the Association to the Owners, either (a) to contribute such funds to the extent deemed necessary by the Association to pay any difference between the annual assessments receivable from Owners other than the Declarant, and the actual operating costs of the Association; or (b) to pay the annual assessment in effect at the time for each completed Unit to which the Declarant has not conveyed title. For purposes hereof, a Unit shall be deemed completed upon the issuance of a final, permanent certificate of occupancy by the governmental authority having jurisdiction over the Property and over the issuance of such certificate of occupancy.

SECTION 7.3. Fees for Special Uses. The Board of Trustees may, at any regular or special meeting of the Board of Trustees, establish specific fees, dues, charges and security deposits to be paid by Owners for any special or personal use of facilities owned or under lease or loaned to the Association, or to reimburse the Association for any costs and expenses incurred in connection with the enforcement of any of the restrictions, covenants, easements or conditions contained in this Declaration. Any such fees, dues or charges shall be payable by the affected Owner at such time as the Board of Trustees establishes and may be added to Assessments against Owners and their respective Units.

SECTION 7.4. Establishing Annual Assessments. Commencing with the 2017 fiscal year of the Association, the Board of Trustees shall prepare an estimated Annual Operating Budget (hereinafter referred to as the "Budget") not less than thirty (30) days prior to the commencement of the next fiscal year of the Association. Each Budget so prepared by the Board of Trustees shall reflect the estimated annual expenses of the Association for the applicable year and shall be subject to the approval of a majority of the Board of Trustees present, in person, or by proxy, at a meeting of the Board of Trustees, duly called for that purpose at which a quorum is present. Upon rendition of each year's Budget, the Board of Trustees shall allocate an equal share of the annual expenses of the Association to each Unit for which a certificate of occupancy has been issued by the applicable governmental authority with jurisdiction over the use and occupancy of the Property. In the event additional Units are added to the Property to which a share of the annual expenses of the Association should be allocated, then the annual assessment shall be adjusted quarterly to allow for the proper allocation of the annual expenses among those Units existing, as of the date of such adjustment. Upon the adoption of a Budget, the Board of Trustees shall, not less than thirty (30) days prior to the due date of the applicable assessment pursuant to the adopted Budget, provide written notice to each Owner informing the Owner of the amount due and the due date thereof.

SECTION 7.5. Assessments Ledger. The Association shall prepare and maintain a ledger containing a listing of all Units and the assessments attributable to and paid on behalf of each Unit. The Association shall keep such ledger at its office, and shall make it available to any Director or Owner for inspection during reasonable business hours. The Association shall, upon request, furnish a certificate in writing signed by any officer of the Association, certifying whether any assessments are outstanding as of a given date, or whether assessments are paid and current as of a given date. The person to whom such certificate is addressed may rely upon the contents of the certificate, provided that such party is without knowledge of any error as to the information set forth in the certificate.

SECTION 7.6. Working Capital Contributions. The Declarant may, but shall not be obligated to, establish a working capital fund for the initial operation of the Association. Working capital contributions may be collected by the Declarant from each Unit purchaser at the time

of conveyance of each Unit to such purchaser in an amount equal to two (2) months of the annual assessment for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of the closing of the sale of each Unit, and shall be maintained in a segregated account for the use and benefit of the Association. The purpose of such working capital fund is to ensure that the Association's Board of Trustees will have sufficient cash available to meet unforeseen expenditures, or to acquire additional equipment, personal property, and services deemed necessary or desirable by the Board of Trustees. Amounts paid into such fund are not to be considered as advance payments of regular or special assessments.

SECTION 7.7. Non-Payment of Assessments; Lien for Assessments. Regardless of how title is acquired, an Owner, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor, for a share of common expenses or otherwise, up to the time of conveyance, without regard to any right the grantee may have to recover from the grantor the amount paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area, Recreational Area or Area and Amenities, or by the abandonment of the Unit against which the assessments are made, or otherwise.

Assessments and installments thereof, not paid in full within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. Additionally, the Board of Trustees may levy a late fee of twenty-five dollars (\$25.00) for each month the assessment remains unpaid, beginning with the original due date of any unpaid assessment. Such late charges are not to be considered additional interest on unpaid assessments. The Association has a lien on each Unit for any unpaid assessment on such Unit, with interest and for late charges reasonable attorney's fees, at both trial and appellate levels, and costs incurred by the Association incident to the collection of the assessments or enforcement of the lien. The lien is effective from and after the recordation of a Claim of Lien in the Public Records of Suwannee County, Florida, stating the description of the Unit, the name of the record Owner, the amounts due and due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by a law. A Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. The person making full payment is entitled to a Release of the lien. The Association may bring an action to foreclose a lien for unpaid assessments in the same manner as a mortgage of real property is foreclosed, and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving its right under any Claim of Lien. If an Owner shall be in default in the payment of an assessment or any part thereof, the Board of Trustees may accelerate the remaining installments for assessments for the fiscal year, upon notice to the Unit Owner, whereupon the unpaid balance of the assessment due for the remainder of the fiscal year shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the deliver of such Notice to the Unit Owner.

SECTION 7.8. Enforcement of Lien for Assessments and Personal Obligation of Owner. In the event an Owner fails to pay assessments, in full and when due as provided in this Declaration, the Association may at any time thereafter institute an action to foreclose the lien in favor of the Association against the Owner's Unit, and/or to institute an action at law against the Owner personally obligated to pay such assessment. The Association's acceptance of any subsequent payment of any assessment, in whole or in part, shall not be deemed a waiver of the Association's right to enforce its lien against any Unit or to enforce the Owner's obligation to pay any such assessments as provided in this Declaration.

SECTION 7.9. Title Acquired Through or in Lieu of Foreclosure. The lien in favor of the Association for outstanding assessments shall be subordinate to a bona fide mortgage on any Unit, which mortgage is recorded in the Public Records of Suwannee County, Florida, prior to the recording of any Claim of Lien against such Unit. A lien in favor of the Association for outstanding assessments shall not be affected by the sale or transfer of any Unit, except that in the event a first mortgagee obtains title to a Unit as a result of the foreclosure of the mortgage owned and held by such mortgagee or by deed given in lieu of foreclosure, or in the event another person or entity acquires title to the Unit at a foreclosure sale, any such acquirer of title, and his successors and assigns, shall be liable for the outstanding assessments pertaining to such Unit or chargeable against the former Owner which became due prior to such acquirer's acquisition of title to the extent allowable by statute. In the event a Claim of Lien has not been recorded by the Association prior to the recording of the foreclosed mortgage, or the mortgage for which a deed is given in lieu of foreclosure, the unpaid assessments shall be deemed to be assessments collectible from all other Owners and may, at the discretion of the Board of Trustees, be reallocated and assessed against all Units, including the Unit acquired through foreclosure or deed in lieu of foreclosure. Any foreclosure sale or transfer made in lieu of foreclosure shall not relieve the acquirer of title from the liability for, nor relieve the Unit so acquired from the lien of, any assessments made after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior Owner of any Unit sold or transferred pursuant to a foreclosure, shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior owner's personal obligation for outstanding assessments by means other than foreclosure of the lien in favor of the Association.

ARTICLE 8

Enforcement of Declaration

SECTION 8.1. Right to Enforce. Declarant, the Association, and any Owner shall have the right, at both law and equity, to enforce the restrictions, covenants, easements and conditions contained in this Declaration. Failure by the Association or by any Owner to enforce any restriction, covenant, easement or condition contained in this Declaration shall in no event be deemed a waiver of the right to do so at any time.

ARTICLE 9

Reconstruction and Insurance

SECTION 9.1. Damage to or Condemnation of the Lots. In the event of damage or destruction to any portion of the Improvements on a Lot, due to casualty, natural events, condemnation or conveyance in lieu thereof, the Improvements, where possible, and feasible, will be promptly repaired or restored within one (1) year by the Owner.

SECTION 9.2. Damage to Common Property Improvements Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his tenants, family, guests, or invitees, the damage shall be repaired by the Association and the cost of repair will be a specific special assessment against such Owner.

SECTION 9.3. Insurance. The Association will obtain and maintain insurance policies insuring the interests of the Association. A policy of property insurance will cover all the Common Property and Improvements thereto owned by the Association (excluding land, foundations, excavations and other items normally excluded from coverage) but including fixtures and building service equipment to the extent that they serve the Common Property. The policy or policies will afford, as a minimum, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (b) All other perils, which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where it is available at reasonable rates. If flood insurance is required, it must be in an amount of One hundred percent (100%) of the then current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program; and
- (c) Losses covered by general liability insurance coverage covering all Common Property and Improvements thereto in the

amount of \$1,000,000.00 or such greater or lesser amount determined reasonable by the Board of Trustees, for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy will include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. If the policy obtained does not include a "severability of Interest" provision, the Association will obtain a specific endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners. The hazard policy will be in an amount equal to One hundred percent (100%) of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The maximum deductible amount for such policies will be the lesser of Ten Thousand Dollars (\$10,000.00) or One percent (1%) of the policy face amount, or such greater or lesser amount determined reasonable by the Board of Trustees, provided that funds to cover the deductible will be included in the Association reserve accounts.

(d) If any of the insurance requirements contained herein become unavailable and/or prohibitively expensive or the Institutional Mortgagees modify the insurance requirements, the Board of Trustees, in its discretion, may determine to modify the coverages contained herein in such a manner as the Board of Trustees, using its business judgment, deems prudent and reasonable. The policy will provide that it may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association. The may obtain such additional insurance as it in its sole discretion deems reasonable, convenient, or necessary. In the event that any of the coverage required herein becomes unavailable or prohibitively expensive, the Association may make such changes in coverage as it deems reasonable and prudent provided such coverage is consistent with the then applicable requirements of the Institutional Mortgagees.

SECTION 9.4. Fidelity Insurance. The Association shall purchase and maintain a policy of insurance or fidelity bond, naming the Association as the insured or as the obligee, to protect the Association against the wrongful acts or the omissions of any officer, director, trustee, agent or employee of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by the Association. Any such policy or bond shall be in an amount determined by the Board of Trustees, in their best business judgment, but in no event shall the amount of any such policy or bond be less than fifty percent (50%) of the estimated Annual Operating Budget of the Association for the current year during the term of each such policy or bond. Each such policy or bond shall provide that it shall not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association.

SECTION 9.5. Waiver of Rights of Subrogation. The Association shall attempt to obtain in all policies that are required to be purchased and maintained, or that may be purchased and maintained pursuant to the terms and provisions of this Declaration, waivers of all the insurer's rights of subrogation as to any claims against any Owner, the Association or Declarant or the Advent Christian Village, Inc. and their respective representatives, agents, family members, invitees, licensees and guests. Each Owner, the Association and Declarant hereby agree to waive any claim or demand against each other and against other Owners that may exist or arise by virtue of any loss, damage or destruction that is covered by insurance and where the insurer has waived its rights of subrogation as provided herein.

SECTION 9.6. Distribution of Proceeds; Reconstruction of Buildings and Improvements. The proceeds of any policy of insurance or bond required to be purchased and maintained, or which may be purchased and maintained, pursuant to the terms of this Declaration shall be paid to either the Association and Declarant, as their interests may appear, or to the Owner, whichever of them is the insured or obligee under any such policy or bond, and shall be used as set forth in this Article 9.

SECTION 9.6.1. Proceeds Received by Owner. Proceeds received by any Owner on account of loss, damage or destruction of his Unit shall be utilized to repair or reconstruct his Unit, which repair or reconstruction shall be substantially in accordance with the original plans and specifications used in the construction of the original Unit, or as the Unit was last repaired or reconstructed; provided, however, that such repair or reconstruction shall be subject to modification to conform with the then current restrictions, ordinances, and codes of any governmental entity having jurisdiction over the use and occupancy of the Property.

SECTION 9.6.2. Proceeds Received by Declarant or Association. All proceeds received by the Association and/or Declarant for any loss, damage or destruction of any buildings, improvement, landscaping, equipment, supplies or materials located on and used in connection with the Common Areas, Recreation Area, Rivers and Woods Area and Amenities shall be utilized by the Association and/or Declarant to repair, replace, or reconstruct any such building, improvement, landscaping, equipment, supplies or materials. Any difference between the amount of insurance proceeds received by the Association and/or Declarant and the amount required to complete the repair, replacement or reconstruction shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference within forty-five (45) days from the date the loss, damage or destruction occurred. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or improvement was last repaired or reconstructed, and shall be of similar quality, and value in the case of equipment, personal property, landscaping, supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinances and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

SECTION 9.6.3. Declarant's Discretion. Notwithstanding anything to the contrary stated in this Article 9, so long as the Declarant owns one hundred percent (100%) of the Units subject to the Declaration, it shall be in the Declarant's sole discretion as to whether to rebuild, repair or reconstruct any loss, damage or destruction to units, common area, areas and amenities or any portion thereof.

SECTION 9.7. Estimates for Repairs Replacement or Reconstruction. In the event any loss, damage or destruction occurs that is covered by an insurance policy purchased and maintained by the Association pursuant to the terms of this Declaration, the Association shall, immediately after the occurrence of such loss, damage or destruction, obtain a reliable detailed estimate of the cost to place the damaged property in as good a condition as that which existed immediately prior to the loss, damage or destruction. The Association shall establish a separate account with a bank or savings and loan association in Suwannee County, Florida, and shall deposit into such account all insurance proceeds and any special assessments collected by the Association by virtue of the occurrence of any loss, damage or destruction as provided in this Declaration.

SECTION 9.7.1. Repair, Replacement and Reconstruction Fund. Said account shall constitute a repair, replacement and reconstruction fund which shall be disbursed in the manner provided in this Article 9 as the required repair, replacement and reconstruction progresses.

SECTION 9.7.2. Fund Disbursements. The Association shall make payments for such repair, replacement, or reconstruction upon the written request for a disbursement by the person or entity responsible for the repair, replacement or reconstruction, which in the case of the repair, replacement or reconstruction of a building or other improvement, shall be accompanied by an appropriate certificate signed by the architect, engineer or contractor in charge of such repair, replacement or reconstruction stating (a) that the requested payment has either been made or is justly due, and certifying that the payment requested does not exceed the value of the services and materials already in place pursuant to such repair, replacement or reconstruction; (b) that, except for the payment requested, there are no outstanding payments for the repair, replacement or reconstruction being performed which may provide a basis for a vendor's or mechanic's lien; and (c) that the cost of the repair, replacement or reconstruction to be done subsequent to the date of such certificate does not exceed the amount of funds remaining in the repair, replacement and reconstruction fund after the requested payment is made.

SECTION 9.7.3. Balance Remaining in Fund. If there is a balance in the repair, replacement and reconstruction fund after the Association has made all payments for any such repair, replacement or reconstruction pursuant to the terms of this Declaration, the

Association shall be entitled to retain such balance and add it to the Association's reserve; provided, however, that in the event special assessments were collected and utilized for such repair, replacement or reconstruction, then a majority vote of the Owners, at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws, shall determine whether the balance shall be retained by the Association and added to the Association's reserves, or shall be returned pro rata to the Owners who paid such special assessments.

SECTION 9.8 Mortgage Endorsements. In the event a mortgage endorsement has been issued as to any Unit, the share of the Owner of any such Unit shall be held in trust for the mortgagee as its interest may appear; provided, however, that no mortgagee shall have the right to apply or to have applied any insurance proceeds towards the reduction of its mortgage debt. All mortgagees agree to waive the rights to any insurance proceeds if they are used pursuant to the provisions of this Declaration to pay for the restoration of such damage; provided, however, that the Owners shall deposit sufficient additional funds with the Mortgagees to assure full completion of any such restoration prior to the expenditure of any insurance proceeds. All covenants contained herein to the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Owner of his duty to reconstruct damage to his dwelling as heretofore provided.

SECTION 9.9. Review of Insurance Coverages. The Association shall, at least annually, review the adequacy of the insurance coverages required pursuant to this Declaration and shall make a determination as to the adequacy of the amounts and types of coverages then in effect.

ARTICLE 10

Architectural Review

SECTION 10.1 Preamble. It is the intent of the Declarant to preserve and enhance the unique natural environment of the Property. Experience has shown that careful attention during the design and construction stages is required to insure that the finished Dwelling Unit will be compatible with the original site. The declarant shall establish a uniform design including exterior finishes and color scheme for Unit 1 of the development. It is the intent that the uniform appearance be maintained. Any future plan to alter the original design shall require the approval of Advent Christian Village, President or CEO or his / her designee. And furthermore individual unit owners are prohibited for making alterations to the exterior configuration or appearance of the owner's individual unit.

(a) **Setback Restrictions.** The following setback restrictions are established with respect to the construction of the livable, enclosed, heated floor area of Dwelling Units.

- (1) Front setbacks - Twenty (20) feet measured from front Lot line;
- (2) Side setbacks - Ten (2) feet from left side Lot line; and (10) feet from the right side Lot line
- (3) Back setbacks - Fifteen (15) feet from the rear Lot line
- (4) Corner lots - Ten (10) feet on each side of the Dwelling Unit, which faces the road measured from the Lot lines.

The Declarant may modify the foregoing setback restrictions for an individual Lot where in its opinion and sole discretion, such modification is necessary for the preservation of trees, the maintenance of overall aesthetics in the area or such other reasons as the Declarant may deem beneficial or advisable.

(a) **Floor Level Elevations.** As is common in most areas of the Southeastern coastal plain, the Suwannee County Building Code requires that the elevation of the first finished floor of any residence be above the level of possible flood waters based upon U.S. Corps of Engineers criteria for storms that would occur once every 100 years. This level has been established for the property as Sixty-one (61) feet mean above sea level. The declarant therefore has established Sixty-two (62) feet mean above sea level as the minimum floor elevation for all habitable rooms.

(b) **Games and Play Structures.** No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot.

(c) **Fences and Walls.** Fences, walls, or hedges are permitted to define side and rear property lines. Fences, hedges, or screens shall be maintained in a consistent configuration and character as originally installed by the declarant. Wire or chain link are expressly prohibited.

(d) **Landscaping.** A basic landscaping plan for each Lot will be developed and installed as a part of the initial construction of each unit. The Plan shall call for landscaping improvements, including shrubbery, trees, sodding and sprinkling systems. It shall be the goal to maintain a similar and uniform appearance to the front landscaping of each unit. Side yard landscaping shall be limited to the area between the right of the unit and the right yard lot line. Owners wishing to alter the initial landscaping to include removal of existing trees, grass or plant material shall be required to submit a request to the HOA Board for approval prior to any change or alteration to trees, sodded areas, and shrubbery.

(e) **Garbage and Trash Containers.** No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers, which shall be kept within the unit.

(f) **Temporary Structures.** No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

(g) **Removal of Trees.** No tree of eight (8) inches in diameter or two (2) feet above natural grade shall be cut or removed without approval of the Association, which approval may be given when such removal is necessary for the construction of a Dwelling Unit or other improvement, or any trees that are diseased or dead or create a liability for injury of persons or property. In addition trees that hinder the adequate health of the initial landscape intent may be removed with approval of the Association.

(h) **Window Air Conditioners.** No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view or located to the rear of the residence so as to screen the view from the road.

(i) **Mailboxes.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than the standard uniform design approved by the Declarant.

(j) **Sight Distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight

lines.

(k) **Utility Connections.** Building connections for all utilities, including, but not limited to water, electricity, telephone and television, shall be run underground from the proper connection points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be allowed.

(l) **Antenna.** No tower, aerial or antenna or satellite receptor dishes shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in a manner that is visible from the street.

(m) **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

(n) **Firewood.** All firewood shall be stored in a screened service area as approved by the ARB or stored at the rear of the structure to screen the view from the road.

ARTICLE 11

Sales, Leases, Conveyances and Transfers of Units

SECTION 11.1. Purpose of Restrictions. The purpose of restrictions on the sale, lease, conveyance and transfer of Units is to maintain a community of residents who are financially and socially responsible and to protect the value of the Units and the Property. The sale, lease, conveyance, transfer and mortgaging of the Units shall be subject to the provisions set forth in this Article 11.

SECTION 11.2 Limited Ownership. No unit owner or occupant of a unit shall own more than one unit at any time. This restriction does not apply to the Declarant or to the Advent Christian Village Inc.

SECTION 11.3. Sale No owner may sell his or her unit or any interest therein without first obtaining the Association's written approval of the proposed grantee.

Cottages at River Hammock is a residential "Adult Community" in accordance with the Federal Housing for Older Persons Act of 1995. The proposed owner must be a minimum 55 years of age. In proposed sales or transfers to married couples, one of the owners must be at least 55 years of age. Grantees are advised to acquaint themselves with the rules and regulations regarding an "Adult Community". Each proposed owner-grantee must be a member of the Advent Christian Village residential membership program and must be able to comply with such other rules and regulations adopted and currently in force by the Association.

SECTION 11.4. Lease. No Owner may lease his Unit or any interest therein without first obtaining the Association's written approval of the proposed lessee. No Owner may lease his Unit more than twice during any calendar year, nor may any lease of a Unit be for a period of less than three (3) months. Any lessee or transferee must have been approved for or must be a member of The Advent Christian Village, Membership program.

SECTION 11.5. Gift, Devise or Inheritance. The continuance of any person or entity's ownership that has been acquired by gift, devise, or inheritance shall be subject to the Association's approval. Any person or entity that so acquires title to, or the right to occupy, a Unit shall give notice of such acquisition to the Association in the same manner as required by this Article 11 to be given to the Association by any Owner who desires to sell or lease his Unit, along with a certified copy of the instrument by which the Unit was so acquired.

SECTION 11.6. Other Transfers. In the event any person or entity acquires title to, or an interest in, or the right to occupy any Unit by any manner not specifically mentioned in this Article 11, such persons or entity shall give notice to the Association in the same manner as required by this Article 11 to be given to the Association by any Owner who desires to sell or lease his Unit, along with a certified copy of the instrument by which the Unit was so acquired.

SECTION 11.7. Notice to the Association. Any Owner who has received a bona fide offer to purchase or lease his Unit or any interest therein and who intends to accept such offer shall obtain, complete, execute and submit to the Association with a copy thereof to The Advent Christian Village, Inc., the then current Application for Approval of Sale, Lease, Conveyance or Transfer (hereinafter referred to as the "Notice"), together with such information concerning the proposed purchaser or lessee as may be required by the Board of Trustees. If an Owner intends to sell his Unit, such Owner shall attach to the Notice, a copy of the proposed contract of sale and purchase. If an Owner intends to lease his Unit, such Owner shall attach to the Notice a copy of the proposed lease. If any person or entity acquires title to, or an interest in, or the right to occupy, any Unit by gift, devise, inheritance or otherwise, such person or entity shall attach to the Notice a certified copy of the instrument by which such person or entity acquired title to, or an interest in, or the right to occupy the Unit.

SECTION 11.8. Approval of Sale, Lease, Conveyance or Transfer. The Board of Trustees shall, within thirty (30) days after receipt of any Notice and other information as may be required by the including, but not limited to, responses to inquiries concerning the financial status and the character of the transferee, either approve or disapprove, in writing, the proposed sale, lease, conveyance or other transfer. The written approval of Board of Trustees shall be in recordable form, signed by either the President or Vice President of the Association and shall be delivered to the person or entity who gave the Notice. The Boards of Trustees' failure to act within said thirty (30) day period shall be deemed to constitute the approval of the proposed sale, lease, conveyance or other transfer and the Association shall immediately thereafter prepare and deliver the written approval described in this Section 11.7.

SECTION 11.9. Bona Fide Offer. For purposes of this Article 11, a "bona fide" offer shall mean an offer, in writing, binding upon the offeror, containing a price or rental rate reflecting the fair market value of the Unit proposed to be transferred, disclosing the names and addresses of the real parties in interest and containing all the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

SECTION 11.10. Disapproval of Proposed Sale or Lease. In the event the Board of Directors disapproves any proposed sale or lease, the Association shall deliver a written certificate of disapproval, signed by the President or Vice President, to the person or entity who gave the Notice; provided, however, that unless such disapproval is for cause based upon any violation or potential violation of this Declaration, the Articles, the Bylaws, the Rules and Regulations or any nuisance or disturbance that violates any law, statute, ordinance, rule, regulation or restriction of any governmental entity that has jurisdiction over the use and occupancy of the Property, the Association shall, only if request is made within thirty (30) days by the Owner whose sale, lease or other transfer has been disapproved, furnish to the person or entity that gave the Notice, a substitute purchaser or lessee approved by the Association within thirty (30) days after the delivery of the certification of disapproval by the Association to the person or entity who gave the Notice. Such substitute purchase or lease shall be upon terms as stated in the disapproved bona fide offer to sell or lease attached to the Notice, except that the substitute purchaser or lessee furnished by the Association shall not be obligated to consummate the transaction until at least thirty (30) days after the delivery of the notice of substitute purchaser or lessee by the Association to the person or entity who gave the Notice. In the event the substitute purchaser or lessee furnished by the Association defaults in his agreement to purchase or lease the subject Unit, or if the Association fails to provide a substitute purchaser or lessee as provided in this Article 11, then the Board of Directors shall approve the sale or lease, as originally provided in the Notice, and shall provide to the person or entity that originally gave the Notice a written approval of the proposed sale, lease, conveyance or transfer, in recordable form as provided in Section 11.7.

SECTION 11.11 Disapproval of Continued Ownership Resulting from a Gift, Devise or Inheritance. If the Owner has acquired title by gift, devise or inheritance, or in any other manner, and the continuance of ownership and occupancy is disapproved, the Association shall deliver, or mail by certified mail, to the Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Unit upon the following terms:

The sale price shall be the fair market value determined by agreement between the Owner and the purchaser, and the closing shall occur within thirty (30) days from the delivery and mailing of such agreement. In the absence of agreement, the price shall be determined by the concurrence of two (2) M.A.I. appraisers, one (1) appointed by the Association and one (1) appointed by the Owner. If the two (2) appraisers disagree they shall choose a third whose determination shall be conclusive and binding upon all parties. Upon determination of the price, the Owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit. The purchase price shall be paid in cash and the sale shall be closed within thirty (30) days following the determination of the sales price. The contract shall be the form of the then current Florida Bar/Florida Association of Realtors Contract for Sale and Purchase. If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default under his agreement to purchase, then the Board of Trustees shall approve the continuance of ownership and occupancy and shall provide to the person or entity that originally gave the Notice, written approval of the continued ownership and occupancy by said person or entity in recordable form as provided in Section 11.7 of this Article 11.

Notwithstanding other provisions in this Section 11.11 to the contrary, in the event any underage person (but not a corporation or other entity) acquires ownership of a lot or unit by devise or inheritance, but not by gift, such underage person may retain ownership of the Lot or unit so long as he or she leases the lot or unit to a person who can qualify under the terms and conditions of this Section 11; however, such Lessee must actually occupy the lot or unit or commence construction of improvements according to the terms and conditions in Section 10.

SECTION 11.12. Unauthorized Sale, Lease, Conveyance or Other Transfer. Any sale, lease, conveyance or other transfer that is not approved by the Board, as provided in this Article 11, shall be void unless the Board of Trustees, at the Board of Trustees' option, subsequently approves such sale, lease, conveyance, or other transfer in the manner provided in this Article 11.

SECTION 11.13. Restriction on Lease. Any and all lease agreements between an Owner and a Lessee of any Unit shall be in writing and shall provide that the Lessee shall in all respects comply with, and be subject to, the restrictions, covenants, easements and conditions contained in this Declaration, the Articles, the Bylaws, and the Rules and Regulations. Any such lease agreement shall provide that the Lessee's failure to comply with the terms and provisions of the aforementioned documents shall constitute a material default and breach under the lease agreement.

SECTION 11.14. Payment of Assessments to the Association. The Board of Trustees shall not approve and the Association shall not issue a certificate of approval for, the sale, lease, conveyance or other transfer of any Unit until all sums due to the Association by the Owner of such Unit pursuant to the terms of this Declaration are current and paid.

SECTION 11.15. Transfer of Declaration of Restrictions, Covenants, Easements and Conditions and Other Owner Documents. An Owner shall be responsible for the transfer of a copy of this Declaration, the Articles, the Bylaws and the Rules and Regulations, to the purchaser, Lessee or other transferee at the time such Owner delivers, and the Purchaser, Lessee, or other transferee accepts, occupancy of the Unit.

SECTION 11.16. Immunity from Liability of Disapproval. The Association, its agents and its employees, shall not be liable to any persons whomsoever for approving or disapproving any person pursuant to this Article 11, or for the method or manner of conducting any investigation pursuant to this Article 11. The Association, its agents and its employees, shall never be required to specify any reason for a disapproval unless, such disapproval is for cause, as provided in Section 11.10 of this Article 11.10 of this Article 11.

SECTION 11.17. Exempt Sales, Leases, Conveyances and Transfers. Each of the following transactions shall be exempt from the provisions of this Article 11.

(a) A sale, lease, rental, conveyance or other transfer between joint tenants, tenants in common, tenants by the entireties (whether or not such transfer is pursuant to a final judgment of dissolution of marriage) or members of an immediate family where the grantee is granted a remainder interest in the Unit and is not intended to take immediate possession of the Unit;

(b) Any sale, lease, rental, conveyance or other transfer by Declarant, or Declarant's successors or assigns, including any entity that is a parent, affiliate or subsidiary of the Declarant;

(c) Any sale, lease, rental, conveyance or other transfer by which a person, entity or Institutional Mortgagee acquires title to a Unit at a foreclosure sale or by deed in lieu of foreclosure; and

(d) Any sale, lease, rental, conveyance or other transfer by an Institutional Mortgagee, so long as the buyer can otherwise qualify according to the terms and conditions set forth in the Restrictions, Covenants, Easements and Conditions of Cottages at River Hammock, including but not limited to qualifying as a member of the Advent Christian Village, and participation in the membership program.

Any owner or other acquirer of title or interest or right to occupy who is exempt from compliance with this Article 11, pursuant to the terms of this Section 11.17, shall furnish to the Association, written notice of such sale, lease, conveyance or other transfer, together with a certified copy of the instrument by which the Unit or interest therein or right to occupy the Unit was so acquired and any other information required by the Board of Trustees. Such acquirer of title or interest or right to occupy shall, upon request by the Association, complete an Application for Approval of Proposed Sale, Lease, Conveyance, or Transfer solely for the purpose of providing the Association with pertinent information as to the rightful occupant of the Unit.

ARTICLE 12

Amendments of Declaration

SECTION 12.1. Amendments. The restrictions, covenants, easements and conditions contained in this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date on which this Declaration is recorded in the Public Records of Suwannee County, Florida. Thereafter, the restrictions, covenants, easements and conditions contained in this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an amendment approved by a vote of not less than a majority of the Owners, at a special meeting of the Association called for that purpose in accordance with the terms and provisions of the Bylaws, provided however, Declarant's prior written consent to any Amendment must be obtained. Any amendment to this Declaration enacted in accordance with the terms and provisions of this Article 12 shall be recorded in the Public Records of Suwannee County, Florida. Declarant shall have the right, at any time within ten (10) years of the date hereof, to amend this Declaration to correct scrivener's errors, and to clarify an ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Institutional Mortgagee enjoying such protection.

SECTION 12.2. Exempt Easements. Notwithstanding anything to the contrary contained in this Article 12, any easement

referred to in this Declaration that is evidenced by an instrument recorded in the Public Records of Suwannee County, Florida, shall not be subject to amendment, but rather, shall continue to exist in full force and effect according to the terms and provisions of the instrument creating such easement.

ARTICLE 13

Condemnation

SECTION 13.1. Allocation of Award. In the event any portion of the Property is taken by any governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association as their respective interests may appear. Awards for the taking of the Common Area shall be used to render the remaining portion of the Common Area usable in the manner chosen by the Board of Trustees of the Association. If the costs of such work shall exceed the balance of the awards made for the taking, the Board shall, in its discretion, determine whether to specially assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Area, if any, shall be distributed to the Owners in such proportions as their interests in the Property bear to the amount of such compensation and damages. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee of the Unit.

ARTICLE 14

Drainage System

SECTION 14.1. Drainage Facilities. The plats for the development of the Property include retention areas, swales and drainage easements jointly referred to herein as "Storm Water Management System".

The Declarant intends to retain portions of the Storm Water Management System as a part of the Common Property and areas and the Declarant shall maintain the Storm Water Management System to the extent and in the manner hereinafter set forth. The Association shall bear the expense of the upkeep and maintenance thereof. In the event not all of the System is used for the benefit of the Association and Owners, the Association shall pay its pro rata share of the maintenance expenses. In addition, certain drainage easements or swales may be a part of a Lot and the Declarant may reserve, dedicate or grant a non-exclusive easement over such portion of the Lot for drainage or access for maintenance, either pursuant to the Plat or by separate instrument. Provided however, that access to such Lot, and the drainage easements or swales located thereupon shall be limited to such access as is necessary or convenient for maintenance and shall not result in other Owners having a right of access onto the Lot.

SECTION 14.2. Maintenance of Storm Water Management System. Maintenance of the Storm Water Management System shall mean the exercise of practices which allow the Storm Water Management System to provide drainage, water storage, conveyance or other Storm Water management capabilities as permitted by the Suwannee River Valley Management District (SRVMD). The Declarant shall keep the Storm Water Management System in proper and operational order including all routine maintenance activities and any special repair activities, including testing, maintenance, or improvements required by any governmental agency having jurisdiction thereof. The Declarant shall maintain and control the water level if needed and quality of the Storm Water Management System and shall maintain the bottoms of any wet retention areas in the Storm Water Management System. The Declarant shall have the power, right, obligation, and responsibility, as is required by any permits, to control and eradicate the plants, fowl, reptiles, animals, fish and fungi in and on any portion of the Storm Water Management System.

The Declarant will be responsible for the routine mowing of all portions of the Storm Water Management system which are not filled with water, including swales and dry retention areas located within a Lot, and the maintenance of adequate vegetation cover within the Storm Water Management System components which are owned by the Declarant. The Declarant has the responsibility for the routine removal and disposal of trash, which may accumulate within the systems of the Storm Water Management System which are not a part of the Lot. If certain portions of the Storm Water Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance for his Lot. In the event the Owner fails to provide such maintenance then the Association shall perform or cause such maintenance to be performed at the Owner's expense and costs as a Specific Special Assessment.

SECTION 14.3. Improvements to the Drainage System. In the event that Declarant, an entity designated by the Declarant, or the Association shall construct any bridges, docks, bulkheads or other improvement which may extend over or into the lakes or retention areas in the Storm Water Management System or construct any similar retention areas in the Storm Water Management System, the Association, if such improvements are a part of the Common Property of this Association, shall maintain any and all improvements in good repair and condition. No Owner, except the Declarant, its designee, or the Association, shall be permitted to construct any improvement, permanent or temporary, on, over, or under any portion of the Storm Water Management System.

SECTION 14.4. Storm Water Management System Restriction and Covenants. In connection with the use of any portion of the Storm Water Management System, the following restrictions shall apply:

(a) No bottles, trash, cans, or garbage of any kind or description shall be placed in any portion of the Storm Water Drainage System.

(b) The Declarant shall be entitled to establish, amend, or modify rules and regulations governing the use of the Storm Water Management System as the Declarant deems necessary or convenient.

SECTION 14.5. Amendment. No amendment or modification to this Article may be made unless The Suwannee River Water Management District gives prior approval thereof.

SECTION 14.6. Enforcement. In addition to the rights described in General Provisions Section, the Suwannee River Water Management District shall have the right to enforce by a proceeding at law or in equity, the rights, obligations, terms and conditions contained in this Article.

ARTICLE 15

Right of Entry and Inspection in Favor of Association

SECTION 15.1. Right of Entry and Inspection. The Association and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, during reasonable hours for the purpose of conducting an inspection to ascertain whether the restrictions, covenants, easements and conditions contained in this Declaration are being complied with. In the event any such inspection reveals the existence of a violation of the restrictions, covenants, easements and conditions contained in this Declaration, then the Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, for the purpose of eliminating any such violation at the expense of the person or entity responsible for such violation. Any such entry by the Association, or its authorized agents or representatives, shall be made at reasonable times and upon reasonable notice to the Owner of any such Unit.

ARTICLE 16

Rules and Regulations for Use and
Occupancy of the Property

SECTION 16.1. Regulation of Uses. Notwithstanding anything to the contrary contained herein, Declarant reserves until such time as Declarant transfers control of the Association to the Owners, the right to regulate the use of the Property through the establishment and publication and amendment and rescission, of Rules and Regulations; provided, however, that any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreement.

SECTION 16.2. Adoption of Rules and Regulations. After such time as Declarant transfers control of the Association to the Owners, the Board of Trustees is authorized to adopt, amend, or rescind, at any regular or special meeting of the Board of Trustees, rules and regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon, provided, however, that such rules and regulations shall be for the elaboration and administration of the restrictions, covenants, easements and conditions contained in this Declaration, the Articles or the Bylaws. Any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreement.

SECTION 16.3. Publication and Distribution of Rules and Regulations. The Association shall publish the Rules and Regulations as may be promulgated, amended or rescinded by Declarant or the Board pursuant to this Article 16, and shall mail copies of the Rules and Regulations to all Owners at their last known addresses as shown on the books and records of the Association.

SECTION 16.4. Changes to Lots. There shall be no change to the natural condition of any Lot without prior approval of the Association.

SECTION 16.5. Use. All Lots shall be used exclusively for single family residential purposes. No Lot shall be subdivided so as to reduce its size without approval of the Declarant. No commercial activity shall be carried on any Lot with the exception of the Declarant's or its designees sales, model home, marketing and construction activities.

SECTION 16.6. Use of Recreation Vehicles on the Property. Recreation vehicles, mobile homes, motor homes, campers, trailers or similar vehicles shall not be used as residences on any part of the Property for any period of time whatsoever.

SECTION 16.7. Nuisances. No Owner or other authorized occupant of any Unit shall cause or permit any unreasonable or obnoxious noises or odors to emanate from, or cause or permit any nuisances or immoral or illegal activities upon his Unit or any part of the Property.

SECTION 16.8. Animals and Pets. No animals, except dogs, cats, and domestic animals, shall be allowed to be kept or harbored at the Property without the prior written approval of the Board, which approval may be granted or denied at the sole discretion of the Board. The Board is authorized to promulgate rules and regulations regarding the keeping or harboring of pets. No pet exceeding the weight limit of 50 pounds shall be kept or harbored in any area within the property. The Board shall have the right to require to be removed from the Unit any pet that causes an unreasonable source of annoyance to any owner or tenant, or if this provision or any Rules and Regulations promulgated pursuant hereto are violated with respect to the pet. No household pet may be kept on any lot for breeding or commercial purposes. Without limiting the foregoing, it is specifically acknowledged that farm animals, horses, ponies, cows, pigs, chickens, barnyard fowl, ducks, geese and swans are specifically prohibited on or about the property.

SECTION 16.9. Minerals. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

SECTION 16.10. Signs. All signs, billboards and advertising structures of any kind, including, but not limited to, signs advertising a Lot for sale or lease, are prohibited except where approved by the Association. The foregoing restriction shall not apply to any signs erected by or on behalf of the Declarant or its specified designees with respect to the sale, construction or marketing of Lots and Dwelling Units.

SECTION 16.11. Parking Limitations. Notwithstanding anything to the contrary contained in this Declaration no parking space or any part of the Property shall be used for the parking or storage of recreation vehicles, mobile homes, campers, motor homes, trailers, boats or commercial vehicles, except one overnight or for a continuous period of time in excess of twenty-four (24) consecutive hours, except for deliveries, without the prior written consent of the Board or managing agent.

SECTION 16.12. Hazardous Materials. No hazardous materials or toxic materials or pollutants shall be discharged, maintained, stored, released, or disposed of on the Property except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Property subject to strict safety codes and shall be stored in containers specifically designed for that purpose.

SECTION 16.13. Parking. No boat, boat and trailer, or trailer alone shall be parked for any period of time in excess of twenty-four (24) consecutive hours, or stored or otherwise permitted to remain on any lot except in an approved boathouse, garage or carport. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon, or which is identified with a business or commercial activity shall be parked for any period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain on any lot except in a garage or carport attached to the residence.

SECTION 16.14. Trash. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush.

SECTION 16.16. Clotheslines. Outdoor clotheslines and outdoor clothes drying are expressly prohibited on any part of the Property.

SECTION 16.18. Each owner or occupant of a residence shall be required to be a member of The Advent Christian Village Membership program and shall be required to pay the membership dues in the Advent Christian Village as they become due and payable in the event any membership dues are not paid within thirty (30) days of the due date, the Association shall pay such delinquent members dues and thereafter, the Association shall have the rights of collection from the Owner pursuant to Article 7.1.1(k) of this Declaration.

SECTION 16.17. Declarant Exempt. Declarant shall be exempt from the terms and provisions of this Article 16.

ARTICLE 17

Mortgagee's Rights and Protections

SECTION 17.1. Mortgage Protection Clause. Any breach of the restrictions, covenants, easements, and conditions contained in this Declaration shall in no manner impair the lien of any mortgage made in good faith and for value on the Property or any portion thereof.

SECTION 17.2. Mortgagee's Rights. Upon written request to the Association, identifying the names and address of an Institutional Mortgagee, and setting forth the applicable legal description or address of the subject property, the Institutional Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss affecting a material portion of the Property or any individual Unit on which that Institutional Mortgagee holds a first mortgage;
- (b) Any delinquency remaining uncured for a period of sixty (60) days in the payment of assessments or charges owed by an individual Owner subject to a first mortgage held by the Institutional Mortgagee; and
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

ARTICLE 18

General Provisions

SECTION 18.1. Captions and Headings. The captions and headings pertaining to the articles and paragraphs contained in this Declaration are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions contained in this Declaration.

SECTION 18.2. Severability. If any of the terms or provisions contained in this Declaration shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Declaration and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Declaration.

SECTION 18.3. Number and Gender. Whenever used in this Declaration, the singular number shall include the plural, the plural number shall include the singular and the use of any one gender shall be applicable to all genders.

SECTION 18.4. Conflicting Provisions. If there is any conflict between the Articles and this Declaration, the terms and provisions of this Declaration shall control, and if there is any conflict between the Bylaws and this Declaration, the terms and provisions of this Declaration shall control.

IN WITNESS WHEREOF, this Declaration of Restrictions, Covenants, Easements and Conditions of COTTAGES AT RIVER HAMMOCK SUBDIVISION has been executed on behalf of Declarant on this 10th day of August, 1994.

Declarant:
ADVENT CHRISTIAN VILLAGE,
INC., a Florida Not for Profit Corporation

Mary Crawford
Witness:

CRAIG A. CARTER
CRAIG A. CARTER, President

Christina Carter
Witness:

STATE OF FLORIDA
COUNTY OF SUWANNEE

BEFORE ME personally appeared CRAIG A. CARTER as President of ADVENT CHRISTIAN VILLAGE, INC., a Florida Not for Profit corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument on behalf of ADVENT CHRISTIAN VILLAGE, INC., for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of November 2017 personally known

Mary Crawford
Notary Public, State of Florida
at Large Mary Crawford



EXHIBIT "A"

A portion of the NW 1/4 of the NE 1/4 of Section 5, Township 3 South, Range 11 East, Suwannee County, Florida, being more particularly described as follows:

Commence at the NE Corner of said Section 5, Township 3 South, Range 11 East, Suwannee County, Florida; thence run S 00°18'38" E bearing base along the East Section line 317.00 feet; thence run S 89°41'22" W 1425.70 feet to the Westerly right of way line of River Wood Drive, said road having a right of way of 60 feet, said point also being the NW corner of River Woods Subdivision Unit #2 and the SW corner of River Woods Subdivision Unit #3 said point being marked by a 4 X 4 concrete monument stamped R.L.S. #1428 said point also being a point of reverse curvature for the point of beginning. Thence run along said Westerly right of way line 372.85 feet along the arc of a curve being concave to the Westerly having a radius of 470.00 feet, a delta angle of 45°27'11" and a chord of 363.15 feet which bears S 06°53'19" West; thence leaving said Westerly right of way line run N 60°23'06" W 125.00 feet to a point on a curve; thence run 235.75 feet along the arc of a curve being concave to the Westerly having a radius of 345.00 feet, a delta angle of 39°39'05" and a chord of 231.19 feet which bears N 10°02'22" E to a non-tangent intersection; thence run N 16°02'44" W 85.78 feet to the point of curvature; thence run 184.31 feet along the arc of a curve being concave to the Easterly having a radius of 653.00 feet; a delta angle of 16°10'20" and a chord of 183.70 feet which bears N 07°57'34" W to a non-tangent intersection; thence run S 89°11'39" E 143.19 to point on a curve of said Westerly right of way line of River Wood Drive said point also being the Westerly boundary of said River Woods Subdivision Unit #3; thence run along said Westerly right of way line 193.16 feet along the arc of a curve concave to the Easterly said curve having a radius of 527.46 feet to a delta angle of 20°58'56" and a chord of 192.08 feet which bears S 05°20'49 E to the point of beginning.