

DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS
FOR
CARTER CHASE

WHEREAS, the Emory Carter Farm Limited Partnership, a Florida Limited Partnership, (Herein "Developer"), is the owner of Carter Chase, a subdivision according to plat thereof recorded in Plat Book _____ Page _____, public records of Columbia County, Florida, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, hereby declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words when used in this declaration shall have the following meaning unless the context requires otherwise:

1. "Developer" means The Emory Carter Farm Limited Partnership and its successors and assigns.
2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of any common areas.
3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
4. "Owner" shall mean the recorded owner, other than Developer, whether one or more persons or entities, of a free simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for the performance of an obligation.
5. "Subdivision" shall mean the subdivided real property hereinbefore described.

6. "Properties" shall mean the land contained in the above-entitled subdivision and any additional parcels of land which may, from time to time, be subject to the provisions of this Declaration by a Supplemental Declaration recorded in the public records of Columbia County, Florida, or a substantially similar Declaration recorded in said public records.
7. "Dwelling" or "Residence" shall mean an individual single family home.

ARTICLE II

ARCHITECTURAL CONTROL

1. **RESIDENCE SIZE:** Only dwellings containing not less than 1800 square feet of acclimatized area, excluding any garage space, whether or not acclimatized, may be erected on any Subdivision Lot, excepting all lake front lots. Lake front lots shall contain not less than 2000 square feet of acclimatized area excluding any garage space, whether or not acclimatized.
2. **TYPE OF CONSTRUCTION:**
 - (a) All buildings must be conventional-framed and constructed on site.
 - (b) No metal siding on any building except where used as soffit or facer board.

ARTICLE III

USE RESTRICTIONS

1. **RESIDENTIAL USE:** The subject lots shall be used solely for single family residential Dwellings. No more than one Dwelling shall be permitted on any Lot. No outbuildings, recreational vehicles, tents, or any temporary building of any kind shall be used as a residence temporarily or permanently on any Lot. No Lot shall be used for commercial, business, amusement, charitable or manufacturing purposes.
2. **EASEMENTS:** Easements for installation and maintenance of utilities and for ingress and egress thereto are reserved as shown on the Plat. Within these easements, no structure, planting or other material may be placed or permitted to remain if it will interfere with vehicular traffic or prevent the maintenance of utilities. However, sod, ornamental shrubs and fencing may be placed on said easements, but if it is necessary for such plantings and fences to be removed for installation or repair of utilities, then such removal shall be at the Owner's expense. Fencing shall not be installed within the front road easement area. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures, or landscaping in the installation and maintenance of such utilities by a Lot Owner shall be promptly restored and

repaired by the party whose installation or maintenance caused the damage. All utilities installed from a street or the main supply of power to a home or other building shall be installed and maintained underground. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

3. **NUSIANCES:** No noxious, offensive, or hazardous activities shall be maintained upon the properties, nor shall anything be allowed thereupon which may be or become an annoyance or nuisance. Anything to the contrary herein notwithstanding, normal ground or roof rain water run-off from one portion of the Properties to another shall not be a nuisance and easements are hereby reserved over and upon all portions of the Properties for such run-off.
4. **SIGNS:** No sign of any kind shall be displayed to the public's view on the Properties except signs installed by the Developer. The sole exception is that one real estate sign no larger than 18 inches by 24 inches may be placed on a Lot during the period in which said Lot is for sale.
5. **PETS, LIVESTOCK, AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets, except pot-bellied pigs, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they do not run loose without a leash outside of Owner's Lot, or otherwise cause an annoyance or nuisance.
6. **GARBAGE DISPOSAL:** No garbage, refuse, trash, rubbish, or other waste materials shall be kept or permitted on any Lot except in secured sanitary containers with lids. Every such container shall be shielded from view by a wall or similar enclosure, except for days when curbside trash pickup may be available.
7. **REFLECTIVE MATERIAL:** No building shall have any aluminum foil placed in any window or glass door or any other reflective substance placed on any window or door.
8. **SETBACKS, FENCING AND MAILBOXES:** All buildings will be set back at least thirty (30) feet from the front lot line; fifteen (15) feet from the rear lot line; and fifteen (15) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme sidelines of the combined lots. Any

fences must be constructed with new materials other than farm fencing, and no fence shall be placed nearer to the street than the front of the dwelling. All mail and newspaper boxes shall be constructed of brick and shall be shared by two dwellings. Developer shall establish the design of such and any variation of such design must be approved in writing by Developer. No outside clothes lines for drying laundry are permitted.

9. **COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS:** No semi-trucks or trailers shall be parked on any lot or any street shoulder at any time. All other trucks, commercial vehicles, campers, motor homes, boats, house trailers, boat trailers, other trailers, and hobby or recreational vehicles of every other description, if kept on the Lot premises, must be parked in a closed in garage. The only exception is for construction trailers during the periods of approved construction on the Lots. This prohibition of parking shall not apply to temporary parking or trucks and commercial vehicles, for pickup, delivery and other commercial services.
10. **MOBILE HOMES:** No mobile homes shall be constructed or otherwise placed on any Lot in the Subdivision.
11. **DETACHED BUILDINGS:** All detached buildings must be approved by Developer and must conform to the setback lines in paragraph (8) hereof. Buildings must be of same exterior materials as existing residence, shall be on a concrete slab, and shall have same roof as existing residence. Example of detached buildings: gazebos and pool house.
12. **PROMPT CONSTRUCTION COMPLETION:** The erection of any building or repair of any building shall be completed as promptly as possible with construction progressing without any interruption or work for more than 60 days. Should the Owner leave such building in an incomplete condition for a period of more than 3 months, the Developer is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure, or to complete same at their sole discretion; and in either event, the expense incurred shall be charged against the Owner's interest therein and shall be an enforceable lien upon the land and premises involved.
13. **EFFECT ON DEVELOPER:** Unless specific exceptions provide otherwise, the provisions of this Article III shall apply to the Developer, its transferees, its employees, contractors and subcontractors in developing the Properties.
14. **VIOLATIONS WHEN CONSTRUCTION IN PROGRESS:** In the event a building has been erected or construction thereof is substantially advanced and the same is situated on a Lot in such a manner that the same constitutes a

violation or violations of the restrictions set forth herein, the Developer hereof shall have the right at any time to release such Lot or portion thereof from the part of the provisions of these Covenants and Restrictions as are violated, provided that said Developer shall not release a violation of restrictions except as to violations to be determined by the Developer in its sole discretion as minor.

15. CARPORTS, GARAGES & DRIVEWAYS: No carports shall be allowed on any Lot. A garage large enough for at least two vehicles, at least 20 x 20, must be attached to the residence. In addition, all garages must have doors. All driveways providing access to a dwelling shall be hard surfaced from the existing pavement. It shall be hard surfaced with asphalt, brick or concrete.
16. EXTERIOR MAINTENANCE: The owner shall maintain the structures and grounds of each Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Developer may, at its option after giving the Owner 10 days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from such Lot and replaced, and may have any portion of the Lot re-sodded and landscaped, and all expenses therefore shall be an enforceable lien and charged against the Lot on which the work was done and the personal obligation of the Owner of such Lot. No bids need be obtained for such work and the Developer shall designate any contractors for such work in its sole discretion.
17. TOWERS AND ANTENNAS: No towers, antennas, or other TV reception structures, except satellite dishes of less than 18 inches diameter, may be placed on any Lot. Satellite dishes, of less than 18 inches diameter, must be placed in back of house.
18. ENTRANCE: The entrance to the subdivision has been initially improved by the Developer with landscaping and signage. The Developer shall Not be responsible for any maintenance of that landscaping or signage, but it is expected that all Lot Owners will share in such maintenance.
19. SWIMMING POOLS: All swimming pools upon any of the parcels herein affected shall be permanent, in ground, fenced and enclosed by a fence of not less than four (4) feet in height. Entrance to all swimming pools will be afforded by a gate opening in said fence and all said gates should be properly equipped with an adequate locking devise so that the pool may be locked or secured. All pools shall conform to all Governmental codes.

20. LIGHTS: No security lights.

ARTICLE IV

GENERAL PROVISIONS

1. PROHIBITED USES:

(a) The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Waste Management (hereafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Carter Chase Subdivision Plat except for the construction of a 500 square foot dock, a maintained 10 foot access through the wetland and buffer to the dock, the removal of exotic or invasive species, the removal of dead or diseased trees, shrubs and vegetation, or any other activity permitted through the Suwannee River Water Management District. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to

- (1) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Carter Chase Phase I and Phase 2;
- (2) Dumping or placing soil or other substances or material as land fill or dumping or placing of trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019 (22), Fla. Sta. (2003) and other related definitions set forth in 400.021, F.A.C. (2003) on the Subdivision Plat for Carter Chase:

- (3) Removing or destroying any trees, shrubs or other vegetation on or above any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) except for dead, diseased, or an exotic or invasive species on the Subdivision Plat for Carter Chase;
 - (4) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019 (22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A. C. (2003) on the Subdivision Plat for Carter Chase;
 - (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019 (22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Carter Chase;
 - (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019 (22) Fla. Stat. (2003) and other related definitions set forth in [REDACTED], F.A.C. (2003) on the Subdivision Plat for Carter Chase.
- (b) In addition to any available administrative remedies, the SRWMD shall retain the right to institute a civil action on any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney fees and costs.
2. **DOCKS:** The lakeside edge of any dock shall not extend more than twenty feet beyond the tree line of the parent lot.
 3. **TREE REMOVAL:** Healthy trees with a circumference of two or more feet measured four and one half feet above ground level may not be removed unless it is required for placement of structures and driveway as determined

by the Engineer or Architect. Diseased or overcrowded trees, as determined by a competent professional may be removed.

4. **DURATION:** The Covenants and Restrictions of this Declaration shall run with the land comprising the above entitled Subdivision, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years each unless otherwise agreed to in writing by the then Owners of at least two-thirds of the Lots, which agreement shall be recorded among the public records of Columbia County, Florida.
5. **NOTICE:** Any notice required to be sent to any Owner shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot, or to the last known address, if not the Lot, of the person who appears on the Developer's records as Owner at the time of such mailing.
5. **ADDITIONS AND AMENDMENTS:** Developer reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with, and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this Declaration may be amended only upon the execution and recordation of any instrument executed by:
 - (a) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively;
 - (b) By Owners holding not less than two-thirds of the total Lots, provided that so long as the Developer is the Owner of or holds an interest in any portion of the Properties affected by this Declaration, the Developer's written consent must be obtained;
 - (c) No Lot Owner may impose any additional covenants or restrictions on the Properties without the written consent of Developer.

IN WITNESS WHEREOF, the Developer caused these presents to be
executed as of this 9th day of March, ~~2004~~ 2005 may

Signed, sealed and delivered in the presence of:

Susan F. Brightman
First Witness

SUSAN F. BRIGHTMAN
Printed Name

Emory Carter Farm
Limited Partnership

By Carter Evergreen
General Partner

By Mary Ann Shune

Sherry A. Clayton
Second Witness

Sherry A. Clayton

Printed Name

President

Corporate Seal