

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PHASE I of STONEHENGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declarant is the owner of certain real property in Columbia County, Florida, which is more particularly described as:

"STONEHENGE SUBDIVISION, according to the  
Plat thereof recorded in Plat Book 7, Pages 137 & 138, of the  
Public Records of Columbia County, Florida"

WHEREAS, Declarant intends that the Property be subdivided, developed, improved, occupied, used and enjoyed as an exclusive, unique and attractive single family residential community of the highest quality and order; and

WHEREAS, Declarant desires that the lands within and comprising Lots 1-19, inclusive, shall be subject to these uniform covenants, conditions, restrictions, easements and reservations;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property of any part thereof, and 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 (unless the context shall prohibit), shall have the following meanings:

1.1. "Association" shall mean and refer to Stonehenge Homeowner's Association, Inc., a corporation not-for-profit organized and existing under the laws of the State of Florida, its successors and assigns.

1.2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including the Declarant and its successors and assigns, but excluding those who have such interest merely as security for the performance of an obligation.

1.3 "Property" shall mean the above-described land as depicted on the Plat and by this reference made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Areas" shall mean and refer to all of the Properties save and except those areas shown on plat as Lots or common streets and roads.

1.5 "Common Streets and roads shall mean and be defined as the rights-of-way of all streets and drives within the Subdivision as the same are described in and depicted on the Plat and all paving, curbs and other improvements, facilities and appurtenances created therein but specifically not including any street lights and utility lines that are located within such rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Subdivision.

1.6 "Lot" shall mean and be defined as a separate single family residential building site within the Property as the same is subdivided and described pursuant to and in accordance

with the Plat and shall include any Residential Dwellings from time to time constructed, erected, placed, installed or located thereon.

1.7 "Member" shall mean and refer to each person who, as an Owner, is considered a Member of the Association.

1.8 "Declarant" shall mean and refer to Donald E. Williams, dba Donny Williams Construction as personal representative of the owners and his successors and assigns or some other person appointed by the owners in the event the above "Declarant" and his successors and assigns become unable to perform the duties of or choose to vacate the position.

1.9 "Articles" shall mean and be defined as the Articles of Incorporation of the Stonehenge Subdivision, Inc., as the same may be amended from time to time.

1.10 "Assessment" shall mean and be defined as any assessment of an Owner and a Lot by the Association for common expenses and other items.

1.11 "Board" shall mean and be defined as the Board of Directors of the Association.

1.12 "By-laws" shall mean and be defined as the By-Laws of the Association, as the same may be amended from time to time.

1.13 "Plat" or "Subdivision" shall mean and be defined as the plat of the Stonehenge Subdivision, as recorded in Plat Book \_\_\_\_, Page \_\_\_\_, of the Public Records of Columbia County, Florida.

1.14 "Residential Dwelling" shall mean and be defined as the only type of building permitted to be constructed on a Lot.

## ARTICLE II

### EFFECT OF DECLARATION

2.1 **Covenants Running with Land.** This Declaration and each and every one of the covenants, conditions, easements, restrictions and reservations contained herein are hereby declared to and shall hereafter be covenants running with the title to the lands upon which the same are hereby imposed as an encumbrance

2.2 **Property Affected.** This Declaration and the covenants, conditions, easements, restrictions and reservations set forth herein shall be binding upon, inure to the benefit of and constitute a burden upon all of the Property. Accordingly, all lots, pieces, parcels and tracts of land within the Property shall hereafter be owned, held, transferred, sold, conveyed, assigned, leased, mortgaged, occupied, used and enjoyed subject to and benefited and burdened by this Declaration and the covenants, conditions, easements, restrictions and reservations contained herein.

2.3 **Parties Affected.** This Declaration shall be binding upon, inure to the benefit of and be enforceable by all Owners of such lands, including the Declarant and the Association, and all other persons having or claiming any right, title or interest therein. Accordingly, each and every person or party who or which shall hereafter acquire, have or claim any right, title or interest in or to any lot, piece, parcel or tract of land within the Property, whether by, through or under the Declarant or any subsequent Owner shall, by virtue of the acceptance of any such right, title interest or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title interest or claim in or to any such lot, piece, parcel or tract of the Property subject to and benefited and burdened by each and every one of the covenants, conditions, easements, restrictions and reservations set forth herein the same as if such person or party had specifically joined in or agreed and consented to each and every one of the terms and provisions of this Declaration and the same as if each and every one of the covenants, conditions, easements,

restrictions and reservations set forth in this Declaration had been fully set forth in any instrument of conveyance pursuant to which such right, title, interest or claim was acquired.

**2.4 Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all Common Streets and roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

**2.4.1** The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas owned or maintained by the Association and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

**2.4.2** The rights of the Association to dedicate or transfer all or any part of the Common Areas or Common Streets and roads to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded. No roads or roadway areas will be submitted to the County for acceptance and dedication until the roads and roadways shall meet county specifications and other requirements of the County.

**2.5 Delegation of Use.** Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Areas or Common Streets and roads to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

### ARTICLE III

#### LAND USE

**3.1 Permanent Residential Use.** All lots shall not only be known, described and used only for residential purposes, but no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used at any time as a residence, either temporarily or permanently. All lots are restricted to occupancy of a single family, living in a single home. Leasing or sub-leasing of a home to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing and sub-leasing shall, in all respects, conform with these restrictive covenants, and the occupants of said property shall be required to comply with and abide by these restrictions.

**3.2 Common Property.** Common Property shall include all tracts of land shown on the Plat and designated in this Declaration for use as Common Areas and as street and road rights-of-way, sidewalks, walls, and entry features, landscape areas, landscape buffers, drainage retention areas, the electric power lines and facilities, the telephone lines and facilities and the cable television lines of any public or privately owned cable television company which are hereafter to be conveyed by the Declarant to the Association.

### ARTICLE IV

#### COMMON PROPERTY

**4.1 Conveyance by Declarant.** On or before the date of the conveyance of the last lot owned by the Declarant to any third party Owner, the Common Property hereinabove described in Section 3.2 shall be conveyed by the Declarant to the Association free and clear of any and all liens, encumbrances, exceptions or qualifications whatsoever, save and except only for (a) real property taxes for the year of such conveyance, (b) title exceptions of record, if any, (c) the provisions of this Declaration and any amendments hereto, and (d) any special covenants, conditions, restrictions, easements and reservations which may be contained in the instrument of conveyance pursuant to which title to such Common Property is conveyed by the Declarant to the Association.

**4.2 Additional Property.** In addition to the Common Property described in Section 3.2 of this Declaration, the Declarant, in its sole discretion, shall have the right to convey to the Association and the Association shall be obligated to accept any other portion of the Property owned by the Declarant so long as such property is used or useful for any of the objects and purposes for which the Association has been created and established. Should the Declarant so convey any such additional property, the same shall thereupon become and thereafter continue to be Common Property, which shall be subject to all covenants, conditions, restrictions, Easements and reservations set forth in this Declaration with respect to all other Common Property.

**4.3 Restriction on Use.** Subsequent to the conveyance of any Common Property to the Association by the Declarant, the Common Property shall, subject only to the easements specified in this Declaration, be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration and in the instrument of conveyance and for the common health, safety, welfare and passive recreation of the residents of and visitors to the Stonehenge Subdivision and for no other purposes whatsoever. No other use shall be made of the Common Property without the prior written consent of the Declarant and, after conveyance to the Association, by the Association.

**4.4 Encumbrance as Security.** Declarant, and later the Association shall have the right in accordance with this Declaration and its Articles of Incorporation and By-Laws to (a) borrow money for the purpose of improving, replacing, restoring or expanding the Common Areas and to mortgage or otherwise encumber the Common Areas solely as security for any such loan or loans and (b) engage in purchase money financing with respect to personal property and equipment purchased by the Association in connection with the performance of its duties and obligation pursuant to this Declaration and to secure the payment of the purchase price therefore by the encumbrance of the personal property and equipment so purchased; it being expressly provided, however, that any such mortgage or other encumbrance shall be subject in all respects to the terms and provisions of this Declaration and any amendments hereto and, provided further, that in no event shall the Declarant and later the Association be entitled or empowered to mortgage or otherwise encumber the any other easements granted to it.

**4.5 Delegation of Use.** Any Owner shall be entitled to or delegate his right, privilege and easement to use and enjoy the Common Property to the members of his family, his tenants, guests or other invitees; subject, at all times, however, to such reasonable Rules and Regulations governing such delegation as may be established, promulgated and enforced by the Association.

**4.6 Waiver of Use.** No Owner may exempt himself from personal liability for or exempt his Lot from any Assessments duly levied by the Association, or release the Lot owned by him from the liens, charges, encumbrances and other provisions of this Declaration, or the Rules and Regulations of the Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Property, or (b) the abandonment of his Lot.

**4.7 Administration and Care.** The administration, regulation, care maintenance, repair, restoration, replacement, preservation and protection of the Common Property shall be the responsibility of the Declarant and later the Association.

**4.8 Rules and Regulations.** In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of the Declarant, as long as it owns any Lots in the Subdivision to promulgate and impose reasonable Rules and Regulations governing and/or restricting the use of Common Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration, the Articles and By-Laws of the Association. Any such Rules

and Regulations so promulgated by the Association shall be applicable to and binding upon all Common Property and all owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

**4.9 Exculpation from Liability and Responsibility.** ALL COMMON STREETS AND ROADS WITHIN THE STONEHENGE SUBDIVISION, ARE PUBLIC. THEY SHALL AND WILL BE DEDICATED TO OR ACCEPTED OR MAINTAINED BY THE COUNTY. IT IS CONTEMPLATED THAT TITLE TO OR EASEMENTS FOR THE COMMON STREETS, ROADS AND SURFACE WATER MANAGEMENT SYSTEM FOR THE STONEHENGE SUBDIVISION HAVE HERETOFORE BEEN OR SHALL HEREAFTER BE GRANTED AND CONVEYED BY THE DECLARANT TO THE COUNTY. FOLLOWING SUCH CONVEYANCE, THE COUNTY SHALL, HAVE SOLE AND EXCLUSIVE JURISDICTION OVER AND REPOSIBILITY FOR THE OWNERSHIP, ADMINISTRATION, MANAGEMENT, REGULATION, CARE, MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT, IMPROVEMENT, PRESERVATION AND PROTECTION OF THE COMMON STREETS, ROADS AND DRAINAGE SYSTEMS WITHIN THE STONEHENGE SUBDIVISION.

**4.10 Payment of Assessments Not Substitute for Taxes.** The payment of Assessments from time to time established, made, levied, imposed and collected by the Association pursuant to this Declaration, including without limitation, those for the maintenance of the Common Property, including those Assessments for maintenance of the common street lighting system or common landscaping shall not be deemed to be a substitute for or otherwise relieve any Owner of the Property from paying any other taxes, fees, charges or assessments imposed by the County or any other governmental authority.

## ARTICLE V

### MAINTENANCE OF VACANT LOTS AND RESIDENTIAL DWELLINGS

**5.1 Maintenance of Vacant Lots.** In the event an Owner of a vacant Lot shall not maintain said lot and keep it free from overgrown weeds and rubbish, then, and in that event, initially the Declarant shall have the right, which right may be assigned by it anytime to the Association, to enter upon said Lot for the purpose of cutting and removing or hiring and passing someone to cut and remove such overgrown weeds and rubbish and the expenses for such cutting and/or removal shall be charged to and paid by the owner of said lot.

**5.2 Exterior Maintenance of Residential Dwellings.** It shall also be the duty of the owner of each Residential Dwelling to maintain the same in good appearance. Initially the Declarant shall have the right, which right may be assigned by it anytime to the Association, to provide exterior maintenance upon any Residential Dwelling not so maintained, subject, however, to the following provisions: Prior to performing any maintenance on such Residential Dwelling, the Declarant, and later the Association, shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Subdivision and shall furnish thirty (30) days prior written notice to the Owner of such Residential Dwelling at the property address, or, if by the Association, at his last address listed on the Association's records, stating that unless certain specified repairs or maintenance are completed within said thirty (30) day period, the Declarant, and later the Association, shall make or cause such repairs to be made and charge the same to the owner. Upon the failure of the Owner to act within said period time, the Declarant, and then later the Association, shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as specified in said notice. In this connection, the Declarant, and then later the Association, may, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements and the expense for such necessary repairs or maintenance as specified in said notice shall be charged to and paid by the owner of said lot.

**5.3 Assessment of Costs.** If the Declarant or the Association, as the case may be, is not reimbursed by the Owner within ten (10) days after receiving written demand to do so, the cost of such maintenance accomplished pursuant to either Section 5.1 or 5.2 shall automatically

be considered as a special assessment against the Owner and a lien on the Lot, which can be collected in the same manner as a special assessment under the provisions of this Declaration.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS IN THE STONEHENGE HOMEOWNERS' ASSOCIATION, INC.

**6.1 Membership Requirement.** Every Owner shall be a member of the Association. A Builder who, in the normal course of business, purchases a Lot for the purpose of constructing a Residential Dwelling thereon for resale, shall not become a Member of the Association as long as such Builder does not occupy or allow occupancy of the Residential Dwelling. For purposes of this Article, Declarant shall be considered the record Owner of a fee interest in and, therefore, a Member in regards to all unsold Lots owned by Declarant. Declarant shall have the voting rights as to all Lots owned by Declarant and all Lots owned by persons or entities not entitled to membership as herein defined.

**6.2 Transfer of Membership.** Membership shall be appurtenant to and may not be separated from the ownership interest of an Owner in a Lot owned by such Owner. The membership of an Owner shall not be transferred, pledged or alienated in any way except that such membership shall automatically be transferred and assigned to the transferee of the ownership interest of an Owner. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner. Any attempt to make a prohibited transfer, however, shall be void and of no force and effect and will not be reflected upon the books and records of the Association.

**6.3 Members' Rights.** An Owner's right to vote shall vest immediately upon such Owner's qualification for membership as provided in this Declaration. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in this Declaration and/or in the Articles, By-laws and Rules of the Association.

**6.4 Voting.** The Association shall have one class of voting membership.

**6.5 Meetings.** Except as may be herein otherwise provided, all matters concerning meetings of Members of the Association, including the time within which and the manner in which notice of any meetings shall be given to said Members and the quorum required for the transaction of business at any of such meetings, shall be as specified in the Articles of Incorporation or By-Laws of the Association, as amended from time to time, and by law.

**6.6 Casting of Votes.** Subject to the provisions of this Declaration and the Articles of Incorporation, the votes of the members shall be cast under rules and procedures as may be prescribed in the Bylaws of the Association, as amended from time to time, or by law.

**6.7 Amplification.** The provisions of this Article are to be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies between this Declaration, the Articles of Incorporation or the Bylaws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

## ARTICLE VII

### EASEMENTS AND COMMON PROPERTIES

**7.1 Utilities.** All electric, telephone, water, gas, sanitary sewer and other utility lines and drainage facilities, including those lines and facilities directly serving individual Lots, shall all be located within the easements hereinafter reserved in Section 7.3. It shall be the responsibility of the Owner of each Lot to make direct arrangements for the installation of and payment of these services with and from the suppliers of such services from the easements to such Lot or Site.

**7.2 Septic Tanks.** Unless and until a sanitary sewer system is available to the Subdivision, and as long as the Owner is in compliance with all applicable governmental regulations concerning the use of Septic Tank Systems, they may be used in conjunction with the construction and use of single-family residences on Lots in the Subdivision. All such Septic Tank Systems shall be located on a Lot at a location approved by the applicable governmental authority and so as not to interfere with either the installation of a well if one is required on the Owner's Lot or on any adjacent Lot. If necessary, a septic Tank System may be located in a Utility Basement located on or across that Lot.

**7.3 Utility Easements.** There are hereby created, declared and reserved for the benefit of the Declarant, Columbia County, Florida, the Association, all Owners and any public or private providers of utility services to the Property and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon those portions of the Property designated as utility easement areas on the Plat, together with an easement and license to enter upon all such easement areas for the purpose of constructing, installing, inspecting, replacing, maintaining and repairing any and all utility lines and facilities located therein or thereon. The utilities contemplated to be served by such utility easements may include, without limitation, electric power, natural gas, telephone, cable television, sewer, potable water, electronic security systems and computer network.

## ARTICLE VIII

### COVENANT FOR AND COLLECTION OF ASSESSMENTS

**8.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessment, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest and costs shall also be the personal obligation to the person who was the Owner of such property at the time when the assessment fell due and such personal obligations shall pass to the successors in title of such person or persons unless expressly released by the Declarant.

**8.2 Purpose of Assessments.** All Regular as well as any Special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of Lots in the Subdivision and, in particular, for either the "vacant lot" or "Residential Dwelling" Maintenance as those terms are hereinabove defined and, if necessary, for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished and which are devoted to the purposes and related to the use and enjoyment of the Residential Dwelling situated on the Lots in the Subdivision, including but not limited to

**8.2.1** Payment of operating expenses of said Association, which shall include payment of insurance premium on all insurance hereinafter acquired by the association.

**8.2.2** Lighting improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.

**8.2.3** Management, maintenance, improvement and beautification of all roads, parks, lakes, ponds, buffer strips, recreation areas, drainage systems, retention or

detention areas, other surface water management areas, drainage facilities and common areas.

8.2.4 Doing any other thing necessary or desirable, in the judgment of the said Association to keep the Properties neat and attractive or to preserve or enhance the value of the Properties herein, or to eliminate fire, health, or safety hazards, of which, in the judgment of the said Association, may be of general benefit to the Owners or Occupants of lands included in the development.

8.2.5 Repayment of funds and interest thereon, borrowed by the Association.

8.3 **Regular Assessments.** The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year, a Regular Assessment for payment of the monies to be expended by the Association for the purposes stated in Section 8.2 and for the performance of its duties and obligations pursuant to this Declaration. Such Regular Assessments shall be governed by the following provisions:

8.3.1 **Initial Regular Assessment.** The initial or first Regular Assessment shall not exceed FIFTY (\$50.00) per year per Lot. This first or initial Regular Assessment shall commence on the date the first Lot is purchased by an Owner and shall be prorated in the year of initial purchase and shall be collected by the closing agent at the time the Lot is purchased by Owner from Declarant and paid to the Association by the closing agent.

8.3.2 **Rate of Regular Assessments.** Subsequent to calendar year in which the first lot is purchased, the amount of the Regular Assessment for each calendar year shall be established and determined by the Board of the Association not later than December 1<sup>st</sup> of each preceding calendar year based upon a pro forma operating statement or estimated budget for such calendar year which in turn shall be based, among other things, upon an estimate of the total expenses likely to be incurred during such calendar year, taking into account the previous operating history of and any surplus funds held by the Association.

8.3.3 **Notice of Regular Assessments.** Not later than fifteen (15) days prior to the beginning of each calendar year, the Association shall provide written notice to each Owner of the amount of the Regular Assessment established, made, levied and imposed for the next succeeding calendar year, which amount shall be due and payable to the Association on or before January 1<sup>st</sup> of each calendar year.

8.3.4 **Insufficient Regular Assessments.** In the event that the Association shall determine during any calendar year that the Regular Assessment established for such calendar year is or will become inadequate or insufficient to meet all of the expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Regular Assessment for such fiscal year, and upon the prior approval by a 2/3's vote of those Members present at a duly called special meeting of the Membership of the Association at which a quorum is present, issue a supplemental estimate of expenses to all members of the Association and within thirty (30) days thereafter establish, levy, impose, enforce and collect a supplemental or revised Regular Assessment for such calendar year.

8.3.5 **Limitation on Increases.** After the Association's first full calendar year of operation, the Association shall not establish, make, levy, impose, enforce and collect any Regular Assessment which is increased over the amount of the Regular Assessment for the immediately preceding calendar year by more than ten percent (10%) without the prior approval of a majority of members who are voting in person or by proxy at a meeting of the Association duly called for such purpose and of which written notice specifying the amount of a proposed increase in the Regular Assessment over the Regular Assessment for the prior fiscal year is sent to each member of the Association at least thirty (30) days in advance of such meeting.

8.3.6 **Quorum for any Action Authorized Under Section 8.3.** The quorum required for any action authorized by Section 8.3.3 of Article VIII shall be as follows: At

the first meeting called, the presence at the meeting of Members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called subject to the notice requirements set forth in Section 8.3.5 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**8.4 Individual Lot Assessments for Cost of Vacant Lot or Residential Dwelling Maintenance.** In addition to any other Assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an Individual Lot Assessment for:

**8.4.1 Costs to Cure.** Costs and expenses incurred by the Association to bring a particular Owner of his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, including but not limited to Owner's failure to perform the duties of maintenance required by Sections 5.1 and 5.2 following the failure of such Owner, within ten (10) days following written notice from the Association of the nature of the violation of or non-compliance with the Declaration, to cure or remedy such violation or non-compliance.

**8.4.2 Costs to Enforce.** Cost and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a Particular Lot or the Owner of such Lot;

**8.4.3 Agreed Costs.** Costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same such that Owner's acceptance of any such labor, services or materials such Owner shall be deemed to have agreed that the costs and expenses associated therewith shall be made, levied, imposed, collected and enforced as an Individual Lot Assessment against such particular Owner and his particular Lot.

**8.4.4 Overhead Costs.** Reasonable overhead expenses of the Association associated with any Individual Lot Assessment, established, made, levied, imposed, collected and enforced pursuant to this Section 8.4, in an amount not to exceed fifteen percent (15%) of the actual costs and expenses incurred by the Association for any Individual Lot Assessment specified in subparagraph .1, .2 or .3 of this Section 8.4.

**8.5 Exempt Property.** Notwithstanding anything to the contrary set forth in or otherwise implied from the terms and provisions of this Declaration, all Lots owned by the Declarant and the Common Property shall be and is hereby made exempt from all Assessment of any kind, nature, type or character whatsoever. Additionally, any property, other than a Lot, which is owned by or dedicated to and accepted by any governmental body or agency, shall be exempt from any Assessments.

**8.6 Subordination of Assessment Lien.** The lien of and for all Assessments provided for in this Declaration shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage held by an Institutional Lender or a purchase money mortgage held by Declarant upon a particular Lot. The sale, transfer or conveyance of title to a particular Lot shall not affect the effectiveness, viability or priority of any Assessment lien or the personal liability of the Owner of such Lot for the payment of any Assessment; provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in a foreclosure of a bona fide first mortgage on such Lot held by an Institutional Lender or a purchase money mortgage held by Developer on such Lot, shall extinguish the lien of such Assessments (but not the personal liability of the Owner of such Lot) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve

such Lot or the Owner of that Lot from the personal obligation or liability for the payment of any Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance from the lien thereof.

**8.7 Certificate of Payment.** The Association shall, upon demand at any time, furnish to any Owner liable for said assessment or to any interested party, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**8.8 No Defenses or Offsets.** No defenses or offsets against the payment of any amount of Assessment shall be permitted for any reason whatsoever, including without limitation, any claim by Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this Declaration, the Charter or its Bylaws; (ii) an Owner has made or elected to make no use of the Common Property; (iii) the Owner has otherwise waived or elected to waive their membership in the Association.

**8.9 Delinquency.** Any Assessment established, made, levied or imposed by the Association pursuant to and in accordance with this Declaration, which is not paid on its due date shall be delinquent. With reasonable promptness after any Assessment becomes delinquent, the Association shall provide written notice of such delinquency to the Owner of the Lot with respect to which such delinquent Assessment has been made, levied and imposed. If the delinquent Assessment is not paid within ten (10) days following the delivery of such notice of delinquency, the Association, in its discretion, shall be entitled to immediately impose a reasonable late charge associated with the administration of such delinquent Assessment. Additionally, any such unpaid Assessment and late charge shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida or such lesser rate as shall be determined by the Board of Directors of the Association, in its discretion.

**8.10 Notice of Lien.** The Association shall, at any time following the expiration of a period of ten (10) days following the aforesaid delivery of the notice of delinquency be entitled to cause a Claim of Lien for such delinquent Assessments to be filed among the Public Records of Columbia County, Florida. Any such Claim of Lien shall, among other things, state and identify the legal description of the Lot against or with respect to which the lien is claimed, the name of the record owner of such Lot as best known to the Association as determined from its records, the amount of the lien claimed, including interest, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien. The President, Secretary, Treasurer or other officer of the Association thereunto duly authorized by the Association or by the attorney for the Association shall execute such Claim of Lien. Within seven (7) days of the recording of the same, a copy of such Claim of Lien shall be sent to the Owner of the lot against or with respect to which such lien is claimed by either: (a) United States certified or registered mail with return receipt requested and with postage prepaid or (b) hand delivery to the Residential Dwelling situated on such Lot.

**8.11 Foreclosure of Assessment Lien.** The Association, shall, at any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Columbia County, Florida, against or with respect to a particular Lot, be entitled to bring an action in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, to foreclose the lien of the Association for delinquent Assessments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed. Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time. The Association shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment, Association funds, or funds otherwise borrowed by the Association for that Purpose, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell mortgage and convey any Lot upon or with respect to which it has foreclosed its lien for delinquent Assessments.

**8.12 Collection from Owner.** The Association shall, at its option and, at any time following the delivery of the aforesaid notice of delinquency, also be entitled to bring an action at law for the recovery and collection of such delinquent Assessment in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida, against the owner of the Lot

personally obligated for the payment of such delinquent Assessment. Each Owner of a Lot, by the acceptance of a deed or other conveyance of the Lot owned by him shall be deemed to have agreed and consented to the jurisdiction and venue of said Court over the person of such Owner for purposes of any action at law for the recovery and collection of any delinquent Assessment for the payment of which he is personally obligated.

**8.13 Judgment Amount.** Whether in an action at equity to foreclose the lien of the Association for delinquent Assessment or in an action at law for the recovery and collection of the same, the Association shall be entitled to recover in such proceedings the amount of such delinquent Assessment, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees, associated with the enforcement, recovery and collection thereof as may be awarded by the Court in the original proceedings or in any appeal there from.

**8.14 Remedies Cumulative.** The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefore shall be cumulative and not alternative: it being expressly provided that any suits brought for the collection of assessments against the Owner personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the Lot involved may be brought simultaneously as separate counts in the same action.

## ARTICLE IX

### BUILDING REQUIREMENTS

**9.1 Single Family and Size.** No more than one single-family dwelling and one double garage of a minimum of 360 square feet may be constructed on any one Lot. No Lot shall be subdivided and sold in smaller and separate parcels. No single-family dwelling shall be permitted on any Lot having a living area of less than 1500 square feet. Each lot shall have concrete or wood stoop at the front door no less than twenty five (25) square feet and concrete walkways, three (3) feet wide, connecting the front stoop to the driveway or sidewalk.

**9.2 Location of Dwelling.** All dwellings shall also be set back at least 25 feet from the front lot line, 15 feet from the rear lot line and 10 feet from the side lot lines.

**9.3 Prohibited Structures.** No structure of a temporary character, including but not limited to trailers, tents, shacks, sheds, barns, tree houses or out buildings of any kind shall be used or erected on a Lot at any time without the consent of the Architectural Review Board. No mobile homes, modular homes, prefabricated homes or any other similar manufactured housing or structure shall be permitted on any Lot; it being the specific intent of these Restrictions that there shall be only custom-built conventional homes constructed on any Lot in this Subdivision.

**9.4 Antennas, aerials, discs and flagpoles.** No dish antennas in excess of four feet across at the widest point nor towers, antennas, flagpoles or other structures higher than 60 feet from ground level may be placed on any Lot without the prior written consent of the Architectural Review Board.

**9.5 Landscaping.** Each lot shall be sodded or seeded with turf grass in all unimproved areas within 50 feet of the dwelling. Each lot shall be landscaped with not less than: Front Yard - one (1) pine straw or mulch planting bed four (4) feet wide across the entire front of the house with two (2) under story trees and fourteen (14) shrubs.

**9.6 Commercial use.** In order to maintain the subject property exclusively for residential uses, no business of any kind shall be conducted on any lot with the

exception of the business of the Declarant, the transferees of Declarant in developing all of the lots as provided for herein.

**9.7 Building Contractors.** In the interest of maintaining certain standards of construction common to the development, no home shall be placed on any lot unless such home has been built by a company engaged in the construction of homes and has been approved by the Declarant.

## ARTICLE X

### ARCHITECTURAL CONTROL

**10.1 Architectural Review Board (the "ARB").** No Residential Dwelling, walk, patio, porch, screening, fence, wall or other structure (either temporary or permanent) or improvement of any kind shall be commenced, erected or maintained upon the Subdivision, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location and use in relation to surrounding Residential Dwellings in the Subdivision by the Architectural Review Board, while ARB shall be composed of and shall have the following responsibilities, duties and powers:

**10.1.1 Composition.** As long as Declarant shall own one or more Lots in the Subdivision, or in a subdivision of any of the Property that is hereafter made subject to this Declaration as hereinafter provided in Article XIV, the ARB shall mean Declarant and one or more persons which Declarant may but shall not be obligated to appoint to perform the functions of the ARB. Persons appointed to the ARB need not be Lot Owners, and persons appointed by Declarant or the Board of Directors of the Association shall serve at the pleasure of the Declarant or the Board of Directors of the Association, as the case may be. After the Declarant does not own any more lots in the Subdivision or has conveyed all of its rights to the Association, the ARB shall consist of three (3) persons appointed by its Board of Directors, which persons shall also serve at the pleasure of the Board of Directors of the Association.

**10.1.2 Planning Criteria.** In order to achieve an overall compatibility and continuity of architectural design, use, lot layout and landscaping, all plans pertaining to the Residential Dwelling, landscaping, and subsequent alterations shall be subject to prior written approval by the ARB. In approving such matters, the ARB shall be guided but not controlled by applicable building codes of controlling governmental bodies and the herein contained provisions and the hereinafter provided Restrictive Covenants, all to the end and goal hereinabove stated in Section 10.1.

**10.1.3 Duties and Powers.** The ARB shall have the following duties and powers:

**10.1.3.1** To approve all Residential Dwellings, fences, walls or other structures which shall be commenced, erected or maintained upon the Subdivision and to approve any exterior additions thereto, changes or alterations therein or use thereof. For any of the above materials, color and location of the same and in approving said application in writing shall consider the harmony of the external design and location in relation to surrounding Residential Dwellings in the Subdivision.

**10.1.3.2** To require to be submitted to it, for approval, any samples of exterior building materials proposed, or any other data or information necessary to reach its decision.

**10.1.3.3** To require each Owner or Builder to submit two (2) sets of plans and specifications to the ARB prior to obtaining a building permit, which

sets of plans and specifications shall become the property of the ARB. Further, each owner or Builder shall submit one set of plans and specifications to the ARB after being stamped and approved by the County Building office. This shall also become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. In the event the ARB fails to approve or disapprove within thirty (30) days after receipt of said plans and specifications and the request to do so, approval will be deemed to have been given, and the relevant covenants and restrictions shall be deemed to have been complied with fully.

**10.2 Review Independent of Governmental Review and Permitting.** The ARB review process is independent of, and does not replace, normal governmental building plan review and building permit process. Approval of plans by the ARB shall not be deemed to be an approval of a building's structural integrity, safety or compliance with applicable building codes.

**10.3 Enforcement of Planning Criteria:** The Declarant and the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB and the Association. The Declarant, and after the Declarant no longer owns any Lots in the Subdivision, or in a subdivision of any of the Property that is hereinafter made subject to the Declaration hereinafter provided in Article XIV, the Association, shall have the right to waive any restrictions declared herein which is determined to be of a minor or insubstantial nature. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Declarant or the Association, as the case may be, shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner. Said charges, together with any costs and attorneys' fees, shall become due when made and shall be treated and collected in the same manner as assessments, pursuant to Article VIII of this Declaration hereinbefore, including the right to impose a lien against the subject Lot and foreclose thereon and for the right to collect said charge as a personal obligation of the Owner; subject, however, to the provisions of Section 8.6 of said Article in connection with subordination of the lien to certain Mortgages and the exemptions set forth therein. Should the Declarant or the Board of Directors be required to enforce the provisions hereby by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectable from the Owner. The ARB, Declarant and the Board of Directors of the Association, or its agents or employees, shall not be liable to any Builder or Owner for any damages or injury to the property or person of the Owner for either the approval or disapproval of the plans, specifications or other materials required to be submitted pursuant to this Article 10 or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. The provisions of this Section are not intended to modify or supersede any rights and/or remedies contained in any agreement between Declarant and a Builder or any contract between Declarant and an Owner.

**10.4 Declarant Exempt:** The Declarant shall be exempt from compliance with the provisions of this Article X.

## ARTICLE XI

### GENERAL RESTRICTIONS

**11.1 Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs of like size used by a builder to advertise the property during the construction and sales period.

**11.2 Fences.** No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is within the minimum front building set-back line as hereinabove set forth in Section 9.2 of Article IX, nor, in any event, any closer to the front line than a line paralleling the front building wall of the Residential Dwelling where a Residential Dwelling is set back from the front lot line a greater distance than the required minimum set-back. On corner lots, the Residential Dwelling shall be deemed to have two front lot lines for the purposes of this paragraph only. No fence or fence wall shall exceed a height of six (6) feet, nor, except as hereinafter provided, shall any material used in the construction of said fence consist of

any type other than cypress, pressure treated pine or other solid wood. If one desires to erect a fence consisting of masonry construction, prior and specific written approval must be obtained in advance from the ARB not only for the construction of a masonry fence, but also as to its location, design, color treatment and any other conditions which said committee might want to require. The owner of any lot over which a utility or drainage easement runs who has constructed a fence across the property so as to block ingress and egress from the front of said lot to the easement area to the rear thereof shall, at all times, provide access to said easement by gate or otherwise to the appropriate governmental agency or utility company responsible for the installation, repair and/or maintenance of the facilities located within said easement areas.

**11.3 Swimming Pools.** Any swimming pool constructed on any Lot shall be an "In Ground" pool and shall otherwise comply with all applicable governmental regulations.

**11.4 Garbage and Trash Disposal.** No Lot 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 and, except during pick-up, if required to be placed at the curb, all garbage containers shall be located at or near a back corner of the Residential Dwelling within a masonry-walled or solid wood enclosure of such height, design and construction so that no garbage containers can be seen from the street or within the garage. All sanitary containers shall not be placed at the curb (if required) more than 24 hours before pickup and shall be removed within 24 hours after pickup. There shall be no burning of trash or any other waste material.

**11.5 Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body.

**11.6 Livestock and Poultry.** No livestock, horses, poultry or animals of any kind shall be raised, bred or kept on any lot, except that no more than three (3) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Swine of any type shall not constitute household pets. Litters born of household pets must be disposed of within 90 days of birth to maintain the maximum, number of three animals per lot.

**11.7 Vehicles and Repairs.** The parking of commercial vehicles, which description shall include but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, and, except as hereinafter provided, as well as the parking of any travel, or recreation trailers, including self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on said premises or on the streets of said subdivision, is prohibited except for loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Although boats and/or boats and boat trailers may not be parked at any time on driveways or otherwise on said premises or on the streets of said subdivision, they may be stored within the garage or behind a screened wall of a minimum height of six (6) feet, which storage and screen, however, must be located no closer to the front lot line than a line paralleling the front building wall of the Residential Dwelling. There shall be no repair, except emergency repair, performed on any motor vehicle on or adjacent to any lot in this subdivision. It is acknowledged and agreed by all owners of Lots in the Subdivision by purchasing a Lot that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other owners in this subdivision. Said owners further agree that a reasonable assessment of such damages would be \$50.00 for each day that such violation persists after an Owner of a Lot is notified in writing of such violation by either the Declarant or a duly elected representative of the Association. Said owners further agree that until said Association is formed, the Declarant would be the appropriate party to enforce this paragraph and to who said damages would accrue, which damages would then be used for the benefit of all Owners, with the further agreement that the Association would take over said rights, duties and responsibilities after it is formed. Notwithstanding any contained above to the contrary, the parking of campers or recreational vehicles belonging to out of the county visitors to the residence of a Member shall be permitted for a duration of no more than fourteen (14) days in any calendar month.

**11.8 Air Conditioning Units.** No air conditioning units, either central or wall units, shall be placed on the front of any Residential Dwelling or otherwise placed or located so as to be visible to or from any public street. If said unit is placed to the side or rear of any such dwelling but is still visible to or from any public street, it shall be permissible to so located said

unit if the same is screened with a permanent type of building material and cannot be seen from any street from any angle and in all events is approved in advance by the ARB.

**11.9 Commercial Communication Equipment Prohibited.** Use of any communication equipment on any Lot or in any Residential Dwelling, including but not limited to CB radios, antennas, ham radios, etc., for commercial purposes of any kind shall be prohibited.

**11.10 Exterior Light Fixtures.** No exterior lighting fixtures shall be installed on any Lot or Residential Dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Residential Dwellings.

## ARTICLE XII

### RIGHTS OF DECLARANT

**12.1 Declarant's Rights.** Declarant, or the transferee of Declarant shall undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental or other disposition of Lots or Residential Dwellings is essential to the establishment and welfare of the Subdivision. In order that such work may be completed and the Subdivision be established as a fully occupied Subdivision as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's transferee or the employees, contractors or subcontractors of Declarant or Declarant's transferee, with regard to any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferee, or their representatives, from:

12.1.1 Doing whatever they determine may be reasonable necessary or advisable in connection with the completion of such work;

12.1.2 Maintaining such sign or signs, on any of the Lots owned or controlled by any of them, as may be necessary in connection with the sale of the Lots.

**12.2 Amendment by Declarant.** As long as Declarant shall own at least one (1) Lot in the Subdivision, or in a subdivision of any of the Property that is hereafter made subject to this Declaration as hereinafter provided in Article XIV, Declarant reserves and shall have the sole right to do any of the following: (a) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include, in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the Subdivision which do not lower standards of the Covenants and Restrictions herein contained; (c) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole judgment, determines such violation to be a minor insubstantial violation and (d) to amend this Declaration without prior approval of any Owner, as long as such amendment shall conform to the general purposes and standards set forth herein.

**12.3 Transfer of Declarant's Rights to Association.** At any point in time at Declarant's option by an express written assignment or automatically and without any action of execution of any documents by either Declarant or the Association at the point in time when Declarant no longer owns any Lots in the Subdivision, or in a subdivision of any of the Property that is hereinafter made subject to this Declaration as hereinafter provided in Article XIV, all of Declarant's rights granted to or obligations incurred under these Covenants and Restrictions, including but not limited to those stated in Section 12.2 of this Article XII, shall pass to, be assumed by, belong to and may be exercised by the Association.

## ARTICLE XIII

### ADDITIONAL COVENANTS AND RESTRICTIONS

Without the prior written approval of Declarant, or, after Declarant does not own any Lots in this Subdivision, or in a subdivision of any of the Property that is hereinafter made

subject to this Declaration as hereinafter provided in Article XIV, without the written prior approval of the Association, no Owner may impose any additional covenants or restrictions on any Lot or other part of the Subdivision.

#### ARTICLE XIV

##### BY-LAWS AND AMENDMENT OF ARTICLES

The Bylaws will be adopted and may be amended by the Directors or members, consistent with these articles and the declaration.

**14.1 Amendment by Declarant.** As long as Declarant owns at least one Lot in the Subdivision, or in a Subdivision of any of the Property that is hereinafter made subject to this Declaration as hereinafter provided in this Article XIV, the terms and provisions of the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole, but reasonable discretion and without requiring the joinder or consent of any person or property whomsoever, including the Association or any Owner or Owners.

**14.2 Amendment by Association.** After Declarant no longer owns any Lots in the Subdivision, or in a subdivision of any of the Property that is hereafter made subject to this Declaration as hereinafter provided in Article XIV, the Association upon the affirmative written consent of at least sixty percent (60%) of the total voting power of the members of the association or the vote of at least sixty percent (60%) of the members present at the hereinafter provided special meeting called for the purpose of approving such amendment and at which a quorum is present, may change or amend any provision hereof, in whole or in part. A proposed amendment may be instituted by Declarant, the ARB or the Association, or by petition signed by twenty percent (20%) of the then Owners of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than sixty (60) days, prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

**14.3 Amendments to articles or bylaws.** Amendments which directly or indirectly impact operation and maintenance of the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the Owners in common, may be made after approval by the Suwannee River Water Management District (SRWMD). Such approval shall be in the form of a modification to any and all permits issued by the SRWMD under the lawfully adopted rules of the SRWMD in effect at the time of application for such modification. Amendments to the articles or the bylaws that do not impact operation or maintenance of the system may be made without authorization of the SRWMD.

**14.4 Effectiveness of Amendments.** All changes, amendments or modifications of this Declaration shall be manifested in a written amending instrument duly executed by the Declarant or the Association, as the case may be, and shall be recorded among the Public Records of Columbia County, Florida. Such change, amendment or modification of this Declaration shall be effective as of the date of such recordation or such later date as may be specified in the amending instrument itself.

**14.5 Additional Lands Subject to Declaration.** Declarant reserves the right to submit additional lands now or hereafter owned by it, or any others who agree with Declarant to submit their lands, to the terms and conditions of this Declaration. The procedure for submitting additional lands to this Declaration shall be to file an amendment to this Declaration among the Public Records of Columbia County, Florida, having the same formality as this Declaration and reciting the legal description of the additional lands, and the fact that those additional lands thereby are and become subject to the terms and conditions of this Declaration. Neither the Association nor any Owner's approval shall be required to add additional lands under the provisions of this Declaration. At such time as the requisite amendment has been filed, the additional lands recited therein shall be and become a part of the Subject Property as if they had

been a part thereof as of the date of filing of this Declaration and the Declarant and all Owners of Lots in those additional lands shall also automatically become Members of the Association.

## ARTICLE XV

### DISSOLUTION OF ASSOCIATION

**15.1 Surface water Management System.** Prior to dissolution of this Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approval entity. Dedication or approval must be authorized by the Suwannee River Water Management District (SRWMD) through modification of any and all permits or authorizations issued by the SRWMD. Such modification shall be made under the lawfully adopted rules of the SRWMD in effect at the time of application for such modification.

## ARTICLE XVI

### GENERAL PROVISIONS

**16.1 Constructive Notice and Acceptance.** Every person, corporation, partnership, limited partnership, joint venture, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the Public Records of Columbia County, Florida, shall be conclusively deemed to have consented and agreed to each and every term, provisions covenant, condition, restriction, easement and reservation contained or by reference incorporated herein, whether or not any reference to this Declaration is contained in this document or instrument pursuant to which such person, corporation, partnership, limited partnership, joint venture, trust, association or other legal entity shall be acquired such right, title, interest or estate in the Property or any portion thereof.

**16.2 Governing Law.** This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

**16.3 Enforcement.** The Association or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the revisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

**16.4 Attorneys' Fees.** In the event that legal or equitable proceedings are instituted or brought to enforce any of the provisions set forth in this Declaration as amended from time to time, or to enjoin any violation or default of the same, the prevailing party in such proceeding shall be entitled to recover from the losing party, at all trial and appellate levels, such reasonable attorneys' fees and court costs as may be awarded by the Court rendering judgment in such proceedings.

**16.5 Notice.** Any Notice to be given pursuant to the provisions of this Declaration shall be in writing and may be delivered as follows:

**16.5.1 To Owner.** Notice to an Owner shall be deemed to have been properly delivered when delivered to the Owner's Residential Dwelling, whether said Owner personally receives said notice or not, or placed in the first class United States Registered Mail, Return Receipt Requested and postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Residential Dwelling. In the case of co-Owners, any such notice may be delivered or

sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

**16.5.2 To Association.** Notice to the Association shall be deemed to have been properly delivered when placed in the first class United States Mail, postage prepaid, to the address furnished by the Declarant to the Association or the address of its principal place of business.

**16.5.3 To Declarant.** Notice to the Declarant shall be deemed to have been properly delivered when placed in the first class United States Mail, postage prepaid, to the address furnished by the Declarant to the Association or the address of its principal place of business.

**16.5.4 Affidavit of Service.** The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

**16.6 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

**16.7 Terms and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Owners, and thereafter, by an instrument signed by not less than sixty percent (60%) of the Owners. Any amendment must be recorded

**16.8 Assignment of Declarant's Rights and Interests.** The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such interest to such successor.

**16.9 No Warranties.** This Declaration is made for the objects and purposes set forth in this Declaration and the Developer makes no warranties or representation, express or implied, as to the binding effect or enforceability of all or any portion of the terms and provisions of or the covenants, conditions, restrictions, easement and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

IN WITNESS WHEREOF, I have hereunto placed my signature this 11 day of February 2004.

\_\_\_\_\_  
DONALD E. WILLIAMS

\_\_\_\_\_  
SANDRA P. WILLIAMS

STATE OF FLORIDA

# AMENDMENT

## TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE I of STONEHENGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declarant is an owner of certain real property in Columbia County, Florida, which is more particularly described as:

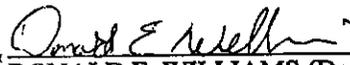
“STONEHENGE PHASE 2, according to the Plat thereof recorded in Plat Book 8, Pages 29 & 30, of the Public Records of Columbia County, Florida”

WHEREAS, Declarant intends that the above described Property now known as “STONEHENGE PHASE 2” be subdivided, developed, improved, occupied, used and enjoyed as an exclusive, unique and attractive single family residential community of the highest quality and order; and

WHEREAS, Declarant desires that the lands within and comprising Lots 1-28, inclusive, shall be subject to the uniform covenants, conditions, restrictions, easements and reservations stated in the Declaration of Covenants, Conditions and Restrictions of “PHASE 1 STONEHENGE SUBDIVISION” as recorded on February 2, 2004 in Book 1006, Page 2849, of the Public Record of Columbia County, Florida.

NOW THEREFORE, the Declarant according to the rights granted in the original Declaration hereby declares that all of the properties described above as “STONEHENGE PHASE 2” be sold and conveyed subject to the same easements, restrictions, covenants and conditions as “STONEHENGE PHASE 1”, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property of any part thereof, and heirs, successors and assigns, and shall inure to the benefit of each owner thereof..

IN WITNESS WHEREOF, I have hereunto placed my signature this 27 day of July 2004.

  
DONALD E. WILLIAMS (Declarant of Phase 1 Stonehenge)

STATE OF FLORIDA  
COUNTY OF Columbia

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Donald Williams, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of July 2005.

