

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RIVER BROOK WOODS, A PLATTED SUBDIVISION

This Declaration of Restrictions and Protective Covenants for RIVER BROOK WOODS, (hereinafter referred to as the "Protective Covenants") is made this 26th day of February, 1982, by Lorene Thomas, Trustee, (hereinafter referred to as ("Thomas"), the legal title owner of all the real property, subject to these Protective Covenants, said real property being referred to as "RIVER BROOK WOODS SUBDIVISION" or " RIVER BROOK WOODS", and being described with more particularity on the attached Exhibit "A", which is by this reference incorporated herein and made a part hereof;

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

WHEREAS, Thomas shall cause or have caused to be formed RIVER BROOK WOODS PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association," to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair or road rights-of-way and other areas, and the enforcement of the covenants and restrictions contained herein as well as collection and disbursement of maintenance and upkeep expenses.

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

PREPARED BY:

C. FREDERICK THOMPSON, II
5200 NEWBERRY ROAD
SUITE D-7
GAINESVILLE, FLORIDA 32607

-1-

BOOK 56 PAGE 373

OFFICIAL RECORDS

1. Each owner is hereby granted an irrevocable non-exclusive easement of use in the road areas shown on the plat of such River Brook Woods Subdivision and on and over the area defined as "common area", on the recorded plat of such River Brook Woods Subdivision, which easement shall pass automatically and run with title to each lot. The common area may be used as follows: As a park and playground, for picnics, swimming, canoe launching, et cetera, for lot owners in River Brook Woods Subdivision. It is understood, however, that Hamilton County has expressed an interest in constructing a boat ramp on a portion of the common area, and if the ramp is constructed at county expense, the ramp portion of the common area shall be deemed a Hamilton County Public Park.

2. Thomas has delegated to the Association the responsibility and duty of administering and maintaining the park area designated in 1. above and the road areas shown on said plat, and the duty of assessing and collecting the expenses for administering and maintaining such areas.

3. Each lot owner shall automatically be a member of the Association, and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership including the duties to pay the Association expenses and comply with the By-Laws of such non-profit Association.

4. The non-profit Association may assess any estimated necessary expenses for maintaining, but not constructing, road areas, with the estimated expenses being pro-rated by individual assessments against each lot. All assessments shall be at cost. Initial assessments are \$3. per month per lot.

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

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

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

A. If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute or bring a proceeding in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

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

C. No permanent dwelling shall be permitted which has a floor area exclusive of open porches or garage of less than 700 square feet.

D. A motor home or camper may be parked on a parcel on an interim or non-permanent basis, prior to an owner's construction of his permanent dwelling, and may remain on the property indefinitely after such permanent construction is completed.

E. Parts of this development are in a flood prone area, and are subject to periodic flooding. It is suggested that all structures, and outbuildings, be built at an elevation above the maximum highwater level of 99 feet for the Suwannee River as recorded in 1973 by the U.S. Army Corps of Engineers, (USACE) and provided by the Suwannee River Management Authority, (SRMA). The SRMA has established a one hundred (100) year flood level of 99 feet above mean sea level. The top of all well casings should also extend to an elevation above the maximum highwater level of said river as recorded in 1973, and/or sealed against infiltration from surface and flood waters. Any structure built in the flood plain should be built on "pole type" piling and the area immediately under the floor area should not be totally enclosed by solid wall construction. The area may be fenced and/or screened. This is done to prevent realignment of flood waters. Septic tanks and drain field area 30 by 50 feet, at least 50 feet from the Suwannee River, must be "mounded" or raised to 93 feet above mean sea level, the ten (10) year flood level, as determined by the USACE and provided by the SRMA. All flood levels provided by SRMA are as follows: 100 year - 99 feet, 50 year - 97 feet, 25 year - 96 feet, 10 year - 93 feet, 5 year - 91 feet, 2 year - 83 feet, and one year - 68 feet.

F. All building sites shall be used solely for residential purposes.

A maximum of one primary residential structure may be built upon any one of the lots except lots 13, 37 or 40 where two residential structures may be built.

G. The herein described riverfront lots, except lot 13, shall not be in any manner divided or subdivided. Non riverfront lots may be divided one time.

H. No trade or business nor any noxious or offensive activity shall be carried on upon the herein described lots which may be or may become an annoyance or nuisance to the owners of said property.

I. Farm type animals, except swine, may be kept, housed, maintained, or permitted except where such animals would create a nuisance to the subdivision.

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

K. Trees having a diameter of eighteen (18) inches or larger, one foot above ground level, may not be cut without prior written consent of Thomas or the Association unless such trees are diseased, a danger to any structure located on the lot, or impair the construction of structured improvements upon the lot. Any nature walk that may have existed between lots 27 and 28 is removed and ceases to exist.

L. Any clearing within 75 feet of the Suwannee River must be accomplished in a manner to preserve natural foliage root structures which hold and stabilize the river bank and reduce erosion and sedimentation.

M. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under, or by virtue of any judicial proceedings, the Association, and the owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued shall not be deemed a waiver or the right to do so thereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

BOOK 156 PAGE 376

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

ESTABLISHMENT AND ENFORCEMENT OF LIENS

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

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

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for River Brook Woods Subdivision has been signed by Thomas on the first page hereof as of the day and year first above set forth.

Signed, sealed and delivered
in our presence as witnesses:

Paul C. Ogden & J

Lorene Thomas Trustee
Lorene Thomas as Trustee

Melody Anderson

Joe Whitehall

Dot Cassidy

STATE OF FLORIDA
COUNTY OF Dixie

I HEREBY CERTIFY that on the 26th day of February, 1982
before me, the undersigned authority, personally appeared Lorene Thomas,
Trustee, to me known to be the person who executed the foregoing Declaration
of Restrictions and Protective Covenants, in her capacity as Trustee, and
acknowledged the execution of such instrument for the uses and purposes
therein expressed.

WITNESS my hand and official seal at Cross City, Dixie
County, Florida.

(SEAL)

Joe Whitehall
NOTARY PUBLIC

My Commission Expires:

1/7/85

Exhibit "A"

A portion of Section 36, Township 1 North, Range 16 East, Hamilton County, Florida, being more particularly described as follows: Commence at the S.W. corner of said Section 36 and run thence N 88° 58' 50" E along the South boundary of said Section 1320.56 feet to the S.E. corner of the W 1/2 of the S.W. 1/4 of said Section and the point of beginning thence continue N 88° 58' 50" E along said South boundary 2745 feet more or less to the waters edge of the Suwannee River, thence Northwesterly along said waters edge 4120 feet more or less to the East boundary of said W 1/2 of the S.W. 1/4, thence S. 02° 11' 09" E along said East boundary 2660 feet more or less to the point of beginning. Otherwise known as River Brook Woods Subdivision, as recorded in Plat Book 2, Page 55, of the Public Records of Hamilton County, Florida.

Dee Davis
CLERK OF COUNTY COURT
HAMILTON COUNTY, FLORIDA

FILE NO. 11 X 16
RECORDED IN
BOOK 156 PAGE 373-379
182 MAR 17 AM 9 43



BOOK 156 PAGE 379

OFFICIAL RECORDS