

STEPHEN A. SCOTT, ESQUIRE
P. O. BOX 1553
GAINESVILLE, FLORIDA 32602

THE TRAILS VC 213 - 339

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration of Restrictions and Protective Covenants is made and entered into this 20 day of Feb-, 1981, by BAYNARD-KEY, INC., a Florida Corporation, hereinafter referred to as the "Developer".

W I T N E S S E T H :

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

(See Exhibit "A" attached hereto and made a part hereof);
and

NOW, THEREFORE, the Developer 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 the 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 or any part thereof, and heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Trails Property Owners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real properties owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

Section 6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

Section 7. "Developer" shall mean and refer to BAYNARD-KEY, INC., its heirs, successors and assigns.

ARTICLE II

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PROPERTY RIGHTS

Section 1. 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 private roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas or properties 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;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas or private 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 each class of members agreeing to such dedication or transfer has been recorded. Any other provisions herein to the contrary notwithstanding, egress and ingress can never be denied to any lot within any of the subdivisions, notwithstanding the vote of the members of the Association.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas or private roads to the members of his family, his tenants, his guests or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member(s) shall be the Developer and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership within one year after the date of sale and transfer of title to the first lot. The Developer shall within one year from the date of the sale of the first lot relinquish voting control of the Association regardless of the number of lots then owned by the Developer. Provided, however, from and after one year from the date of sale of the first lot and until December 31, 1983, or until the Developer has sold 75% of the

lots, whichever shall first occur, the Developer shall retain the right to cast 49% of the total votes outstanding. During such time the lot owners shall be entitled only to cast 51% of the total votes outstanding. From and after December 31, 1983, or the date on which the Developer shall have sold 75% of the lots, whichever shall first occur, the lot owners and Developer, respectively, shall be entitled to one vote for each lot owned.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, 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 costs shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the private roads and Common Areas situated on the properties, including, but not limited to:

- (a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.
- (b) 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;
- (c) Management, maintenance, improvement and beautification of all roads, parks, lakes, ponds, buffer strips, recreation areas and facilities.
- (d) 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, which, in the judgment of the said Association, may be of general benefit to the owners or occupants of lands included in the development.
- (e) Repayment of funds and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be fifty dollars (\$50.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of maximum.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or private roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to the owner or the sale of the first lot under agreement for deed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the property. No owner may

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waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or roads or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

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ARTICLE V
RESTRICTIVE COVENANTS

A. No permanent dwelling shall be permitted which has a ground floor area, exclusive of carports, open porches or garages, of less than 720 square feet. Mobile homes shall not be allowed unless they are new (first time set up) when placed on the lot and meet size requirements of 720 square feet. All mobile homes must be fully underskirted and set up and maintained in a neat and orderly fashion. Prior to construction or set up of any dwelling the owner must receive written authorization of compliance from the Developer or his agent. The Developer must respond within 30 days of this written request for approval, or else said approval shall be deemed to be granted.

B. Trash, junk, garbage and abandoned automobiles shall be removed by the Developer from any lot at the expense of the Owner, if such is not removed by the owner within thirty (30) days of mailing of written notice by the Developer, mailed to the last known address of the owner by certified or registered mail.

C. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot permanently, but may be used temporarily; however, an Owner with a permanent dwelling on his lot may maintain or park a travel trailer or motor home on his land.

D. No trade or business, nor any noxious or offensive activity shall be carried on upon the lots which may be or may become an annoyance or nuisance to the Owners of the properties or of nearby property.

E. Animals, whether by actions or number, shall not be kept or maintained upon the properties so as to create, be or become a nuisance to the Owners or neighbors in the development.

F. No hunting or discharge of firearms shall be permitted upon the properties.

G. Portions of the properties are in a flood prone area. It is suggested that all permanent structures be built above the record high water mark as determined in April, 1973.

H. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer and the Owners of lots in the subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to

the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

I. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

J. Any other provisions herein to the contrary notwithstanding, reasonable variances from the restrictions set forth in Paragraphs "A" and "C" of this Article V may be granted by the Developer, or by an architectural control committee, if one exists, or by a similar type of committee formed by the Association for this purpose, if one exists.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Florida, and has been hereinbefore described.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental Declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights or members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lands or properties covered hereby.

The Developer expressly reserves the right to bring within the scheme of this Declaration additional property, at the sole and exclusive option of the Developer, including but not limited to property presently owned by Henry M. Ward and Doris J. Ward, his wife, located within Sections 23 through 26, inclusive, in Township 4 South, Range 11 East, Suwannee County, Florida. Such rights will run with the aforesaid property, and are transferrable to subsequent owners. The future owners of sites, lots or parcels within the additional property which may be brought under or within the scheme of this Declaration shall be allowed non-exclusive easements of use as to the roadways and commons areas.

In connection with the foregoing, Henry M. Ward and his wife, Doris J. Ward shall be considered to be a member of the Association, and shall pay the same fees, dues or assessments as all other members of the Association, based upon the ownership of one lot. However, in the event the property owned by Henry M. Ward and his wife, Doris J. Ward is brought within the scheme of this Declaration, and said property is subdivided into lots or parcels, then in this event, in order for said property to be brought within the scheme of this Declaration, each particular lot or parcel, and its owner, will be subject to these Restrictions and Protective Covenants, and will be obligated to pay the assessments or fees as set forth herein for each lot, whether that lot is resold or not. In no event will the owner of any additional property be able to bring said property within the scheme of this declaration unless and until the appropriate fees and assessments are paid.

Section 3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the owners of the properties to the utilization of the common property and private roads as established hereunder, except to grant to the owners of the properties being added the right to use the common properties and private roads as established hereunder.

ARTICLE VII

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein.

ARTICLE VIII

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

ARTICLE IX

GENERAL PROVISIONS

Section 1. 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 provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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.

Section 3. Amendment. 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 ninety percent (90%) of the owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the owners. Any amendment must be recorded. However, any other provisions herein to the contrary notwithstanding, the Developer expressly reserves and has the right to amend or modify these restrictions and protective covenants without the consent of the owners for a period of five (5) years from the date hereof.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed this Declaration this 20th day of February, 1981.

UNOFFICIAL COPY

WITNESSES:

BAYNARD-KEY, INC.

By: Richard Walker
As President

Dennis Lee
Nancy Daniel
Witnesses

Attest: _____
As Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Duval

I CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgement appeared Richard Walker and Dennis Lee, well known to me to be the President and Secretary respectively of the corporation and they acknowledged executing the foregoing in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

SWORN TO this 20 day of Feb., 1981.

Dennis Lee
Notary Public, State of Florida, at
Large

My Commission Expires: 11-7-83

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"H.B. 118" x 5

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LEGAL DESCRIPTION - THE TRAIL

A PORTION OF LAND IN SECTION 26, TOWNSHIP 4 SOUTH, RANGE 11 EAST, SUWANNEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26 AND RUN THENCE S 89° 49' 11" E ALONG THE NORTH BOUNDARY OF SAID SECTION 132259 FEET TO THE POINT OF BEGINNING; (POB); THENCE CONTINUE S 89° 49' 11" E ALONG SAID NORTH BOUNDARY 1309.59 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S 89° 47' 31" E ALONG THE NORTH BOUNDARY OF SAID SECTION 532.82 FEET; THENCE S 00° 30' 05" W, 8793.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 335.98 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 03' 29" AN ARC DISTANCE OF 316.99 FEET TO THE END OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF S 27° 31' 49" W, 305.37 FEET; THENCE S 54° 33' 34" W, 887.55 FEET; THENCE S 75° 26' 22" E, 704.00 FEET; THENCE S 54° 33' 34" W, 513.90 FEET, MORE OR LESS TO THE WATER'S EDGE OF THE SUWANNEE RIVER; THENCE NORTHWESTERLY ALONG SAID WATER'S EDGE 1500 FEET, MORE OR LESS, TO A POINT THAT BEARS S 00° 02' 21" E FROM THE POINT OF BEGINNING; THENCE N 00° 02' 21" W ALONG THE EAST BOUNDARY OF SAID SECTION 4092.84 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION - 7116 1 Kings Place II.

A PORTION OF LAND IN SECTIONS 23 AND 26, TOWNSHIP 4 SOUTH, RANGE 11 EAST, SUWANNEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE. CORNER OF SAID SECTION 26 AND RUN THENCE S00°29'30"W ALONG THE EAST BOUNDARY OF SAID SECTION 26 TO THE NE. CORNER OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 26 AND THE POINT OF BEGINNING (P.B.); THENCE N89°48'20"W ALONG THE S. BOUNDARY OF THE NE. 1/4 OF THE NE. 1/4 OF SAID SECTION 26 1296.74 FEET TO A POINT LYING 30 FEET EAST OF THE WEST BOUNDARY OF SAID NE. 1/4 OF NE. 1/4; THENCE N00°30'05"E, PARALLEL TO AND 30 FEET EAST OF SAID WEST BOUNDARY 1324.96 FEET TO THE NORTH BOUNDARY OF SAID SECTION 26; THENCE NORTHERLY, PARALLEL TO AND 30 FEET EAST OF THE WEST BOUNDARY OF THE E. 1/2 OF THE S.E. 1/4 OF SAID SECTION 23 2440.3 FEET TO THE SOUTHERLY RIGHT OF WAY OF ROAD THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY OF LURVILLE ROAD 40 FEET; THENCE SOUTHERLY, PARALLEL TO AND 30 FEET WEST OF SAID WEST BOUNDARY OF THE E. 1/2 OF THE S.E. 1/4 OF SECTION 23 2440.3 FEET TO SAID NORTH BOUNDARY OF SECTION 26; THENCE N89°47'31"W ALONG SAID NORTH BOUNDARY 7637.0 FEET; THENCE S00°30'05"W, 3593.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 335.98 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°45'53" AN ARC DISTANCE OF 186.27 FEET; SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF S16°23'02"W, 183.9 FEET; THENCE S89°47'31"E, 201.77 FEET TO A POINT LYING 100 FEET WEST OF SAID EAST BOUNDARY OF SECTION 26; THENCE N00°28'40"E, PARALLEL TO AND 100 FEET WEST OF SAID EAST BOUNDARY, 1089.58 FEET; THENCE S89°47'31"E, 10000 FEET TO SAID EAST BOUNDARY OF SECTION 26; THENCE N00°28'40"E ALONG SAID EAST BOUNDARY 1355.84 FEET TO THE POINT OF BEGINNING.

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Exhibit A

COAST
VOL. 213 PAGE 349

LEGAL DESCRIPTION THE TRAILS PHASE III
A PORTION OF LAND IN SECTIONS 26 AND 35, TOWNSHIP
4 SOUTH, RANGE 11 EAST, SUWANNEE COUNTY, FLORIDA
AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGIN AT THE S.E. CORNER OF SAID SECTION 26 AND
RUN THENCE $N00^{\circ}28'40''E$ ALONG THE EAST
BOUNDARY OF SAID SECTION 26, 2617.08 FEET; THENCE
 $N87^{\circ}47'31''W$, 1000.00 FEET TO A POINT 100 FEET WEST
OF SAID EAST BOUNDARY; THENCE $S00^{\circ}28'40''W$, PARALLEL
TO AND 100 FEET WEST OF SAID EAST BOUNDARY, 1089.58
FEET; THENCE $N89^{\circ}47'31''W$, 2071.77 FEET TO A POINT ON A
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS
OF 335.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}17'36''$ AN
ARC DISTANCE OF 130.73 FEET, SAID ARC BEING SUBTENDED
BY A CHORD HAVING A BEARING AND DISTANCE OF $S43^{\circ}24'$
 $46''W$, 1299.1 FEET; THENCE $S54^{\circ}33'34''W$, 837.55 FEET; THENCE $S35^{\circ}$
 $26'26''E$, 704.00 FEET; THENCE $S54^{\circ}33'34''W$, 60.00 FEET; THENCE
 $S35^{\circ}26'26''E$, 200.00 FEET; THENCE $S54^{\circ}33'34''W$, 473.85 FEET, MORE
OR LESS, TO THE WATER'S EDGE OF THE SUWANNEE RIVER; THENCE
SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, AND NORTH-
EASTERLY ALONG SAID WATER'S EDGE 5061 FEET, MORE OR LESS, TO THE
INTERSECTION OF THE EAST BOUNDARY OF SAID SECTION 35; THENCE
 $N00^{\circ}30'00''E$ ALONG SAID EAST BOUNDARY OF SECTION 35 315.34 FEET
TO THE POINT OF BEGINNING

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