

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUTTERS LANDING

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CLEARING CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL

THIS DECLARATION, made on the date hereinafter set forth by SOUTHLAND HERITAGE HOMES CORP., hereinafter referred to as "Declarant".

W I T N E S S E T H

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

Lots One (1) through Twenty-seven (27) of SUTTERS LANDING PHASE I, as per plat thereof recorded in Plat Book Q, pages 1 and 2 of the Public Records of Alachua County, Florida, together with the Common and Conservation Area shown on said plat.

NOW THEREFORE, Developer hereby declares that all of the properties 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 properties or any part thereof, their 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 SUTTERS LANDING HOMEOWNERS 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 a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having 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.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association prior to the conveyance of the first lot shall be the areas shown on the recorded plat of SUTTERS LANDING PHASE I designated "Common & Conservation Area."

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

Section 6. "Declarant" shall mean and refer to SOUTHLAND HERITAGE HOMES CORP., and its successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

RETURN TO

THIS INSTRUMENT PREPARED BY
Carl L. Johnson
2731 N.W. 41st Street, Suite 5-3
Gainesville, Florida 32606

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OR 1854 PG 1591

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, 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 Declarant, 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 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 Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class membership on the happening of either of the following events, whichever occurs earlier:

(a) when the title votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1999.

Section 3

Written by

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 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 assessments, together with interest, costs and reasonable attorney's fees, 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, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-five dollars (\$25.00) 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 5% 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 5% 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 the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment 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 Area, including fixtures and personal property related thereto, 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 Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

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 a monthly 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 Common Area. The first annual meeting shall be adjusted according to the number of the 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 assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 rate of 18% per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale and 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 assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling of one story structure shall be permitted on any of the lots in said subdivision containing less than 1,200 square feet of ground floor area, exclusive of porches and garages. All lots except corner lots shall have setbacks of at least 25 feet from the front; 20 feet from the rear; 10 feet from the street side, and 5 feet from the interior side. All corner lots shall have the same setback requirements as listed above unless deemed unsuitable by the Architectural Control Committee. Until control of the Owners Association and Architectural Control Committee is turned over to the Lot Owners,

Carl L. Johnson, as sole member of the Architectural Control Committee can vary the setbacks on any lot up to fifty (50%) percent due to hardship or due to the topography of the Lot.

ARTICLE VI RESTRICTIONS ON USE OF PREMISES

In addition to the rules and regulations which may be established by the Owner's Association, the following restrictions are placed upon the Property:

- (1) Each residential unit must be built with either a one or two car garage. Carports are not acceptable.
- (2) Owners who decide later to convert garage area to living area may do so, but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.
- (3) Boats, trailers, recreation vehicles, trucks or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only within garages or in the back yard.
- (4) Mechanical work on any type of vehicle must be done in the garage only. No disabled vehicles may be kept parked in front of any house.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding 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 provisions 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 the shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Additional land within the area described as the North 1217.34 feet of the East three-fourths (E 3/4) of the Northeast one-quarter (NE 1/4) of Section 14, Township 9 South, Range 19 East, Alachua County, Florida may be annexed by the Declarant without the consent of members within nine (9) years of the date of this instrument.

Section 5. FHA/VA Approval. As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

6. Declarant shall have the right to erect and maintain signs and a model or models for sales purpose anywhere on the property.

ARTICLE VIII

RESTRICTIONS

1. Access to common and conservation areas is limited to members of the Owners Association and immediate members of their family and to those persons maintaining any drainage or public utility easements or structures within such areas.

2. Members of the Owners Association may bring guests into the common area provided such guests are accompanied by a member.

3. Members who bring non-members onto the common/conservation areas are required to assume full responsibility and liability for their acts, safety, and well being.

4. Members who bring non-members into the common/conservation areas agree to hold the Owners Association harmless for any injuries a non-member guest receives.

5. Persons not permitted access under 1. above are not allowed by the common/conservation areas and are to be considered trespassers on the property.

6. Minor age children of members may not use the common/conservation areas before 8:00 A.M. or after 6:00 P.M. unless this relaxed by immediately adjacent property owner/members by written agreement allowing permission to use within these periods. Such permission may be withdrawn at will by any owner.

7. The Owners Association may establish further restrictions on hours of use for minor age children of members.

8. Minor age children whose parents are not members of the Owners Association may not occupy the common areas at anytime except in the company of a member of the Owners Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

9. Each member of the Owners Association and all members of their family with legal authority to use common/conservation areas must do so at their own risk. The Owners Association cannot assume responsibility for safety and security of members usage. A member of the Owners Association does hereby waive all claim of liability against the Owners Association and holds the Owners Association harmless for all usages members make of the common/conservation area.

10. Members may reserve portions of the common/conservation areas for various group meetings within guidelines provided by the Owners Association.

11. No swings, ropes, ladders, treehouses, or structures may be erected or attached to any trees in the common/conservation area.

12. No one may climb trees or inflict damage to trees in the common/conservation area.

13. No weapons may be brought onto common/conservation areas by members or non-members. This shall include, but is not limited to all air guns, BB guns, knives, clubs, slingshots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

14. No hunting, trapping or fishing is allowed in the common/conservation areas.

15. No unauthorized removal or cutting of any plants, or trees in the common/conservation area is permitted.

16. The Owners Association may set regulations restricting the hours when garbage cans, and trash containers may be set out in front of a residence for garbage/trash collection.

17. Fences may not be constructed in the front yard of a residence.

18. Chain link fences may not be used on any private property in the subdivision. Other specific fencing types may be disallowed by the Owners Association.

19. Satellite Dishes, or other antennas must be located in the back yard of the owners residence. They may not be in the front yard or side yard.

20. Mechanic work on vehicles may not be done outside in any yard area or on the driveway. It must be done only inside a closed garage.

21. Vehicles may only be parked on a paved driveway, on the street or in the garage.

22. Outside storage buildings can only be in the back yard and subject to the architectural review of the Owners Association.

23. If grass is left uncut by any member on a private residence, or if such residence is unoccupied or in the foreclosure, the Owners Association may arrange for cutting whenever the grass is in excess of 9 inches tall and may bill the property owner.

24. Properties which have natural ground elevations less than the elevations shown for flood prone areas on the plat are prone to severe flooding. Development on such properties may be subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by Alachua County which requires that structures be elevated at least one foot above the 100-Year flood levels. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of March 1992.

Signed, sealed and delivered in our presence as witnesses:

SOUTHLAND HERITAGE HOMES CORP.

Sharon M. Grey
Waldemar F. Kissel, Jr.

By: Waldemar F. Kissel, Jr.

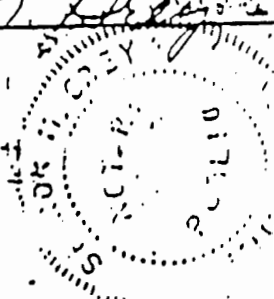
STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Declaration of Covenants, Conditions and Restrictions of Sutters Landing was acknowledged before me this 27th day of March 1992, by Waldemar F. Kissel, Jr., President of SOUTHLAND HERITAGE HOMES CORP., a Florida Corporation, on behalf of the Corporation, that I relied upon the following form of identification of the above named person: PERSONAL KNOWLEDGE, and that an oath was not taken.

My commission expires:

Sharon M. Grey
Notary Public

SHARON M. GREY
Notary Public
My comm. expires
Comm. No. 00000002



CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
SUTTERS LANDING

The undersigned being the secretary of SUTTERS LAND HOMEOWNERS ASSOCIATION, INC. and the president of SOUTHLAND HERITAGE HOMES CORP. hereby certifies that the following amendment was properly adopted under the terms of the Declaration:

Article VIII is amended to add the following:

"25. No signs are permitted on the private property or common areas of the property other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only."

Dated this 29 day of January, 1993.

Signed, sealed and delivered
in our presence as witnesses:

RECORDED
OFFICIAL RECORDS
93 FEB -5 11:10:39
CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

SUTTERS LAND HOMEOWNERS
ASSOCIATION, INC.

By: Waldemar F. Kissel, Jr.
Waldemar F. Kissel, Jr.
Secretary



SOUTHLAND HERITAGE HOMES CORP.

By: Waldemar F. Kissel, Jr.
Waldemar F. Kissel, Jr.
President



Sharon M. Gray
W. J. [Signature]

Sharon M. Gray
W. J. [Signature]

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Certificate of Amendment was acknowledged before me this 29 day of January, 1993, by Waldemar F. Kissel, Jr., Secretary of Sutters Land Homeowners Association, Inc. and Waldemar F. Kissel, Jr., President of Southland Heritage Homes Corp., on behalf of the corporations, that I relied upon the following form of identification of the above named person: personal knowledge and that an oath was not taken.

[Signature]
Notary Public
My Commission Expires:



J.K. "Buddy" Irby, Clerk of Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 5 day of Feb, 1993
By: J.K. Irby, Clerk of Circuit & County Court
Deputy Clerk



CARL L. JOHNSON
Notary Public, State of Florida
My commission expires 12/31/1993