

O.R. BOOK 340 PAGE 487

THIS INSTRUMENT PREPARED BY:  
JAMES O. SHELPER, Attorney  
1300 Thomaswood Drive  
Tallahassee, FL 32312  
(904) 385-0070

DECLARATION OF  
RESTRICTIVE COVENANTS OF  
GUS BERT FARMS SUBDIVISION, UNRECORDED

MARGARET M. BERT is the owner of the property described in Exhibit "A" located in Gadsden County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owners, their heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant", as used herein, shall mean MARGARET M. BERT, the owner of the property described in Exhibit "A".
2. "Association" shall mean GUS BERT FARMS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Grant of Easement recorded in Official Records Book 340, Page 485-486 of the Public Records of Gadsden County, Florida.
4. "Lot" shall mean a parcel of the property within the subdivision sold by Declarant to one (1) or more persons or entities. The property has been preliminarily divided into "lots" as shown on the unrecorded plat of GUS BERT FARMS SUBDIVISION dated 12/18/86, 1987, prepared by BOBBY A. FRESHWELL AND ASSOCIATES, INCORPORATED, a reduced copy of which is attached as Exhibit "B". The configuration of the "lots" as shown on the plat may change at the discretion of the Declarant.
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in good repair and condition.

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6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat attached as Exhibit "B".

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.

**ARTICLE II - MEMBERSHIP AND  
VOTING RIGHTS IN THE ASSOCIATION**

1. **Membership:** Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. **Voting Rights:** The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote on all matters that come before the Association for each five (5) acres of property or portion of five (5) acres owned within the subdivision. For example, a member owning two and one-half (2½) acres shall be entitled to one (1) vote. A member owning eight and one-half (8½) acres shall be entitled to two (2) votes.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each five (5) acres owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A

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membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments:

Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The primary purpose for annual assessments is to maintain or repair the roads in the subdivision. The annual assessment for the year 1987, shall be Ten Dollars and No Cents (\$10.00) for each acre of land or part thereon owned within the subdivision. To determine the exact annual assessment, the number of acres owned by a member of the Association, or a group of members of the Association, will be multiplied by the then applicable assessment. For example, a lot consisting of five point three (5.3) acres of land will be assessed at Fifty-Three Dollars and No Cents (\$53.00) (5.3 acres X \$10.00 = \$53.00) for the year 1987. For the year 1988, and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. Declarant shall not be subject to annual assessments or to special assessments as provided for below until such time as her Class B voting rights are converted to Class A voting rights as provided for in Article II above.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, any cost of maintenance or repair of the roads in the subdivision which the annual assessment funds fail to provide. Any such assessment must be approved by a majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each

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owner owns by the total number of acres in the subdivision subject to special assessments.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the 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.

#### ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 340, Page 485-486 of the Public Records of Gadsden County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

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ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. No lot shall be subdivided into smaller lots than two (2) acres, except for lots owned by Declarant. For residential purposes, only conventionally built single family residences shall be allowed.
2. No mobile homes, permanent or temporary, shall be allowed within the subdivision.
3. No building or residence shall be located nearer than sixty (60) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations.
4. All homes shall contain at least one thousand (1,000) square feet of heated and cooled area, exclusive of porches and garages. No construction of any home may begin until the plans (architectural) are approved by the Declarant or her designee. If no action has been taken after fourteen (14) days from the date in which the approval has been requested and plans presented, then approval shall be presumed. Approval shall not be arbitrarily withheld. If the Declarant should die or sell all of the property she owns within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the Homeowners Association shall appoint a committee as successor to the Declarant.
5. No goats or hogs shall be kept on any of the lots within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.
7. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or her agents may erect

<sup>D.R.</sup>  
<sup>BOOK</sup> 340 PAGE 452

such display signs as may reasonably be required for development and sale of the lots. No commercial enterprise shall be allowed to operate within the subdivision, except for the growing of crops, without the expressed written consent of the Declarant or her assignee. If Declarant should die or sell all of the property that she owns within the subdivision without appointing a successor to exercise the powers provided for herein, the Home-owners Association shall appoint a committee as successor to the Declarant.

8. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. All inoperable motor vehicles must be removed from the subdivision within fourteen (14) days unless stored out of sight in a barn or shed.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, she shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Declarant has sold all of the property owned by her within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Declarant, MARGARET M. BERT, or the owner of any lot subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of this Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

ARTICLE IX - ADDITIONAL LAND

Declarant owns other lands that are contiguous to the property described in Exhibit "A". Declarant reserves the right

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to extend the roadways of the subdivision through her contiguous property, encumber the additional property by these restrictions, and thus make her additional property a part of this subdivision. However, any extension of roadways to this additional land shall not burden the land owners of the original phase of development as to the installation or maintenance of additional roadways. All costs (installation and maintenance) associated with any future road extension to the additional land shall be borne by the Declarant and subsequent owners of said lands.

IN WITNESS WHEREOF, this instrument is executed this 20th day of August, 1987.

WITNESSES:

Charles H. Gray  
Z Clayton Robert  
Margaret M. Bert  
MARGARET M. BERT

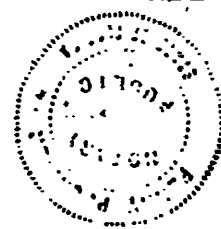
STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by MARGARET M. BERT, on this 20 day of August, 1987.

Ray P. Criner  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
Commission Expires 01/28/88  
1 - 2nd Fl. 1000 - Tallahassee, FL



Commence at the Northwest corner of the Southwest quarter of Section 9, Township-2-North, Range-2-West, Gadsden County, Florida and run thence North 89 degrees 54 minutes 05 seconds West 152.58 feet;

U.S. 340 Plat 404  
BOOK 340 PAGE 404

Thence North 05 degrees 57 minutes 05 seconds East 122.08 feet;  
Thence North 55 degrees 21 minutes 14 seconds East 332.39 feet;  
Thence North 38 degrees 30 minutes 52 seconds East 673.93 feet;  
Thence North 59 degrees 14 minutes 59 seconds West 393.35 to the centerline of a creek for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence South 59 degrees 14 minutes 59 seconds East 393.35 feet;

Thence South 38 degrees 30 minutes 52 seconds West 673.93 feet;  
Thence South 55 degrees 21 minutes 14 seconds West 332.39 feet;  
Thence South 05 degrees 57 minutes 05 seconds West 122.08 feet;  
Thence South 89 degrees 54 minutes 05 seconds East 152.58 feet;  
Thence South 01 degrees 30 minutes 53 seconds West 738.98 feet;  
Thence South 35 degrees 35 minutes 17 seconds East 718.22 feet;  
Thence North 89 degrees 50 minutes 45 seconds East 85.87 feet;  
Thence South 69 degrees 55 minutes 45 seconds East 361.35 feet to a point on the Northerly right-of-way boundary of State Road 270, said point lying on a curve concave to the South;

Thence along said right-of-way and said curve with a radius of 1241.31 feet through a central angle of 25 degrees 24 minutes 40 seconds for an arc distance of 550.53 feet (the chord of said arc being South 81 degrees 00 minutes 00 seconds East 546.03 feet);

Thence South 68 degrees 17 minutes 40 seconds East along said right-of-way a distance of 460.06 feet to the Southwest corner of Lot 1, Block "A" of Reston increment # 1 as per map or plat thereof recorded in Plat Book 1, Page 208 of the Public Records of Gadsden County, Florida;

Thence North 22 degrees 58 minutes 47 seconds East 434.04 feet;  
Thence North 01 degree 35 minutes 11 seconds East 365.48 feet;  
Thence South 62 degrees 54 minutes 19 seconds West 748.44 feet;  
Thence North 01 degree 29 minutes 00 seconds East 1363.96 feet;  
Thence North 69 degrees 00 minutes 26 seconds East 713.77 feet to a point on the Westerly boundary of Reston;

Thence North 01 degree 35 minutes 11 seconds East along said Westerly boundary a distance of 263.56 feet;

Thence North 54 degrees 06 minutes 07 seconds West along the Southwesterly boundary of Reston a distance of 1782.71 feet to a concrete monument (found) in the centerline of a creek;

Thence along said centerline as follows:

South 01 degree 17 minutes 35 seconds East 43.90 feet;  
Thence South 69 degrees 07 minutes 10 seconds West 89.69 feet;  
Thence South 02 degrees 30 minutes 53 seconds West 30.81 feet;  
Thence South 71 degrees 05 minutes 58 seconds West 49.98 feet;  
Thence South 09 degrees 02 minutes 15 seconds East 72.26 feet;  
Thence North 85 degrees 04 minutes 29 seconds West 32.07 feet;  
Thence South 43 degrees 15 minutes 57 seconds West 29.00 feet;  
Thence South 04 degrees 16 minutes 38 seconds West 27.02 feet;  
Thence South 63 degrees 59 minutes 57 seconds West 59.03 feet;  
Thence South 03 degrees 21 minutes 16 seconds East 24.75 feet;  
Thence South 54 degrees 15 minutes 39 seconds West 36.67 feet;  
Thence North 50 degrees 04 minutes 20 seconds West 17.03 feet;  
Thence South 72 degrees 51 minutes 40 seconds West 34.41 feet to an iron pipe found in the centerline of said creek;

Thence Southwesterly along said centerline of said creek 334.0 feet more or less to the POINT OF BEGINNING.

Containing 91.938 acres more or less.

LESS AND EXCEPT the following described property:

Begin at the Southwest corner of Lot 1, Block "A" of RESTON INCREMENT #1 and run thence North 22 degrees 58 minutes 47 seconds East along the Westerly boundary of said Block "A" a distance of 434.04 feet; thence North 01 degree 35 minutes 11 seconds East along said Westerly boundary a distance of 365.48 feet; thence leaving said boundary and run South 62 degrees 54 minutes 19 seconds West 748.44 feet; Thence South 13 degrees 08 minutes 39 seconds East 260.74 feet to the Northerly right-of-way boundary of State Road #270; thence South 68 degrees 17 minutes 40 seconds East along said Northerly right-of-way boundary a distance of 460.06 feet to the POINT OF BEGINNING; containing 6.942 acres, more or less.

EXHIBIT "A"

O.S. BOOK 340 PAGE 495  
EXHIBIT B

PRELIMINARY PLAT

J 876076

O.S. BOOK 340 PAGE 487-495  
REC. WAYNE HANNA, CLERK  
GADSDEN CO. FLORIDA

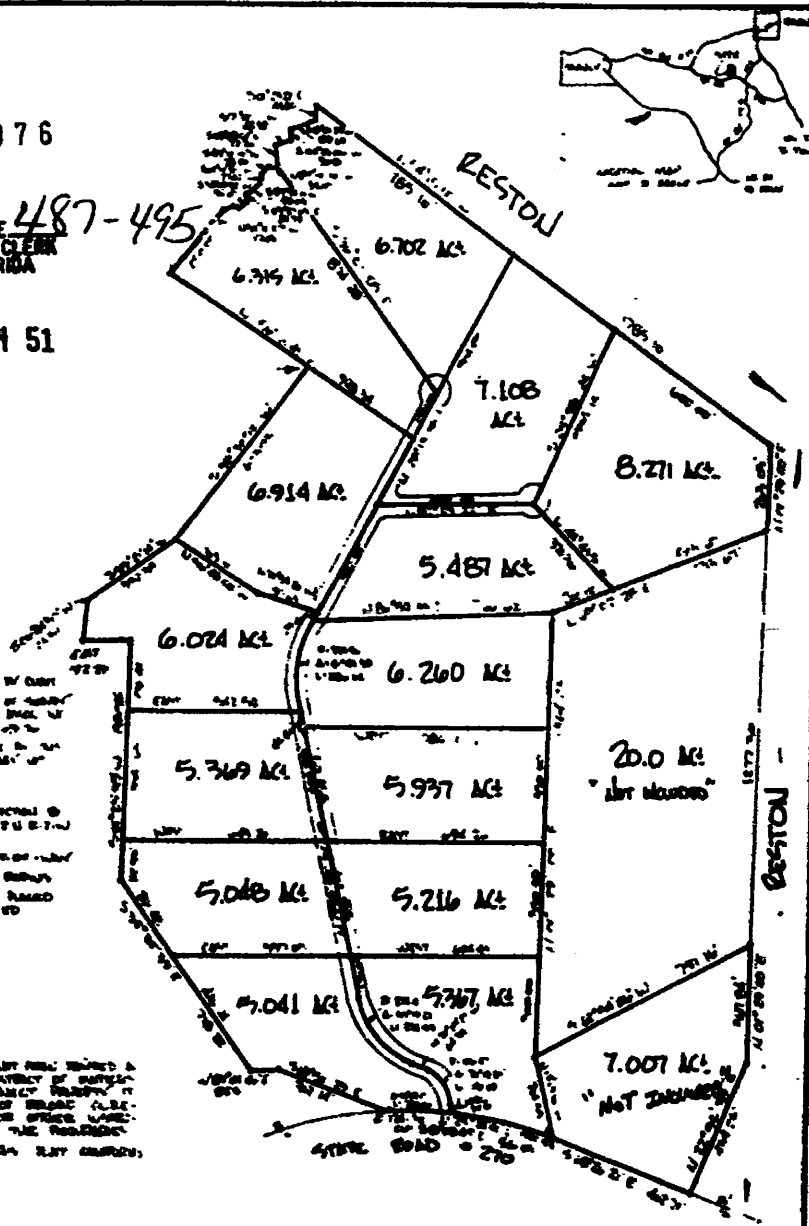
'87 AUG 20 PM 4 51

NOTES:

1. Name of additional owners of land
2. Easement here under from part of land
3. All land with this plat is to be
4. The name of land
5. Many corners shown in section
6. Back to the corner shown in
7. All the land to be shown
8. Easement hereunder to be shown

The undersigned certifies that this plat is a correct and true copy of the original survey as shown to him by the owner of the land and that the same is a true and correct copy of the original survey as shown to him by the owner of the land.

Bobby A. Freshnell  
Surveyor, Tallahassee, Florida



DATE 12/18/86  
JOB NO. 86-960  
P.S.R. NO. 044-12-86  
SCALE 1" = 20'  
NOTEBOOK Book  
DRAWN BY B.L.W.

LAND BOUNDARY SURVEYS

TOPOGRAPHICAL SURVEYS

**BOBBY A. FRESHNELL AND ASSOCIATES INCORPORATED**  
1221 COMMERCIAL PARK DRIVE SUITE #1  
TALLAHASSEE, FLORIDA 32303  
386-3482

PRELIMINARY LOT LAYOUT BE:  
**BERT FARM**

~~OFF.~~ ~~BOOK~~ 345 PAGE 1571

MODIFICATION AGREEMENT

WHEREAS, MARGARET M. BERT, hereinafter referred to as Declarant, Developer, did record Declaration of Restrictive Covenants of Gus Bert Farms Subdivision, unrecorded, dated August 20, 1987, and recorded in Official Records Book 340, page 487, Public Records of Gadsden County, Florida, and

WHEREAS, DEAN L. COXEN and ELIZABETH FISCHER COXEN, his wife, did purchase a portion of the lands described in the aforementioned Declaration of Restrictive Covenants, and



WHEREAS, DENNIS COOPER, a single man, did also purchase a portion of lands described in the aforementioned Declaration of Restrictive Covenants, and

WHEREAS, all the persons named above are owners, collectively, of all the property described in the aforementioned Declaration of Restrictive Covenants, and

WHEREAS, all the above-named persons agreed to modify the Declaration of Restrictive Covenants aforementioned, and recorded in Official Records Book 340, page 487, to delete and exclude therefrom the property described in the attached Exhibit "A", now therefore

IT IS MUTUALLY AGREED by the undersigned, MARGARET M. BERT, DEAN L. COXEN and ELIZABETH FISCHER COXEN, his wife, and DENNIS COOPER, constituting all the owners of the property described in Official Records Book 340, page 487, that the property described in the attached Exhibit "A" shall be deleted from the Restrictive Covenants herein referred to and the same shall have no force and effect on the lands described in Exhibit "A" attached.

THIS INSTRUMENT executed this 7<sup>th</sup> day of March, A. D. 1988.

  
  
Witnesses as to Margaret  
M. Bert

 (SEAL)  
MARGARET M. BERT

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Charles H. Gray  
Ellen R. Mene

Witnesses as to Dean L. Coxen and Elizabeth Fischer Coxen

Dean L. Coxen (SEAL)  
DEAN L. COXEN

Elizabeth Fischer Coxen (SEAL)  
ELIZABETH FISCHER COXEN

Charles H. Gray  
Risa Griffith

Witnesses as to Dennis Cooper

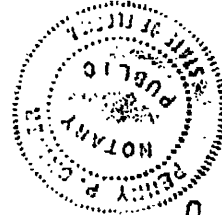
Dennis Cooper (SEAL)  
DENNIS COOPER

STATE OF FLORIDA  
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 7 day of March, A. D. 1988, by MARGARET M. BERT.

Penny Griner

NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida  
My Commission Expires Oct. 23, 1989  
Revised This Year Fall - November 1988

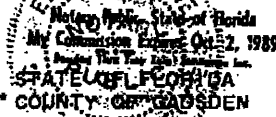


STATE OF FLORIDA  
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, A. D. 1988, by DEAN L. COXEN and ELIZABETH FISCHER COXEN, his wife:

Ellen R. Mene

NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida  
My Commission Expires Oct. 23, 1989  
Revised This Year Fall - November 1988

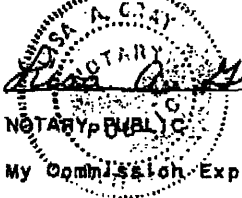


STATE OF FLORIDA  
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, A. D. 1988, by DENNIS COOPER.

Risa Griffith

NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida  
My Commission Expires Oct. 6, 1989  
Revised This Year Fall - November 1988



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*Thomas P. Skipper*

Registered Land Surveyor

14 East Washington St.  
Gaines, Florida  
(904) 877-4711

February 3, 1988

Legal Description for Lurry Martin  
4.00 Acre Tract of Land

A parcel of land lying in the Southwest one-quarter of Section 9, Township -2-North, Range-2-West, Gadsden County, Florida, and being more particularly described by metes and bounds as follows:

BEGIN at a concrete monument (found) marking the Northwest Corner of Lot 2, Block "C" or the Southwest Corner of Lot 7, Block "C" of Reston Increment No. 1, a subdivision as per map or plat thereof recorded in Plat Book 1, page 208 of the Public Records of said county, and run;

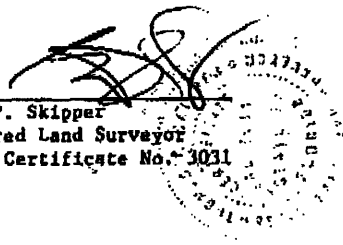
Thence North 01 degrees 29 minutes 00 seconds East 264.00 feet to a concrete monument (found) marking the Southeast Corner of Lot 8 of said Block "C";

Thence South 69 degrees 02 minutes 29 seconds West 713.67 feet to a concrete monument (set);

Thence South 01 degrees 29 minutes 00 seconds West 264.00 feet to a concrete monument (set);

Thence North 69 degrees 02 minutes 29 seconds East 713.67 feet to the POINT OF BEGINNING.

Containing 4.00 acres more or less.



Thomas P. Skipper  
Registered Land Surveyor  
Florida Certificate No. 3031

80-012

8801718

O.R. BOOK 345 PAGE 1571-1573  
REC. WAYNE HANNA, CLERK  
GADSDEN CO., FLORIDA

'88 MAR 8 PM 4 47

FILED, RECORDED AND  
RECORD VERIFIED  
WAYNE HANNA, CLERK CIR. CRT.  
GADSDEN COUNTY, FLA.  
BY *[Signature]* D.C.