

This instrument prepared by:
Alexander L. Hinson, Lawyer
Post Office Box 550
121 N. Madison Street
Quincy, Florida 32353-0550

OR 546 PG 0317

0206003

O.R. BOOK ~~040~~ PAGE 317-326
REC. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

02 JUN 11 PM 4:02

DECLARATION OF RESTRICTIVE COVENANTS
OF
GUS BERT FARMS SUBDIVISION II

MARGARET M. DOLL, formerly MARGARET M. BERT, as the owner of the property described in Exhibit "A" located in Gadsden County, Florida, does by this instrument impose upon said land 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, to-wit:

ARTICLE I - DEFINITIONS

1. "Declarant", as used herein, shall mean MARGARET M. DOLL, the owner of the property described in Exhibit "A".
2. "Association" shall mean GUS BERT FARMS SUBDIVISION II HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "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 II dated May 14, 2002, prepared by THOMAS P. SKIPPER, Registered Land Surveyor, 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.
4. "Maintenance" shall mean the exercise of reasonable care to keep the dam, spillway(s), pipe(s), roads, easements, landscaping, drainage and other related improvements in good repair and condition.
5. "Member" shall mean every person or entity that holds membership in the Association.

OR546PG0318

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

7. "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 HOMEOWNERS ASSOCIATION

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Homeowners 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. Annual Meetings: The Homeowners Association shall meet at least annually at a time and place as determined by the majority of its members.

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, dam, spillway(s), pipe(s), easements, landscaping, drainage and other related improvements in the subdivision. The annual assessment for the year 2002 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

OR546PG0319

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 2002. For the year 2003, 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.

3. Special Assessments: 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 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 in the manner as hereinafter provided.

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.

OR 546 PG 0320

ARTICLE IV - MAINTENANCE OF DAM

Members shall be responsible for the maintenance, upkeep and repair of the dam, spillway(s), and pipe(s), so as to keep the same in good repair and condition. Such maintenance shall also include the thirty (30) foot easement that is dedicated for use in maintaining the earthen dam, pond and pipes. In addition, such maintenance shall also include the annual mowing of the grass on the earthen dam. The cost of maintaining the dam, spillway(s), pipe(s) and easement shall be paid by special assessments, if necessary, based on the following formula, to-wit: The frontage of each lot abutting the pond divided by the total frontage of all lots abutting the pond shall be averaged with the acreage of each lot abutting the pond divided by the total acreage of all lots abutting the pond. Provided, however, it is expressly understood that members of GUS BERT FARMS SUBDIVISION I shall have no responsibility for the maintenance of the dam as hereinabove provided or for any liability associated therewith.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. No lot shall be subdivided into smaller lots of less than five (5) 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 eight hundred (1,800) square feet of heated and cooled area, exclusive of porches and garages. No construction of any home or building may begin until the plans (architectural) are presented in writing and 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

OR 546 PG 0321

presumed. Approval shall not be arbitrarily withheld. The Declarant shall maintain such architectural control until at least three (3) of the six (6) lots are sold and homes have been constructed on said lots. 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 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 Homeowners 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.

9. All boats or other water craft utilized on the pond shall be powered by hand or electric motors, and no internal combustion engines shall be allowed.

10. No docks shall be constructed upon the pond, and no

OR 546 PG 0322

structures shall be placed on the earthen dam and emergency spillway(s).

ARTICLE VI - WAIVER/RESERVATION

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. The Declarant specifically reserves the right to construct a building on Lot No. 1 which does not meet the minimum square footage and which would not be subject to architectural control.

ARTICLE VII - ENFORCEMENT

The Declarant, MARGARET M. DOLL, 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.

IN WITNESS WHEREOF, this instrument is executed this 11th day of June, A.D. 2002.

WITNESSES:

Alexander L. Hanson
Alexander L. Hanson
HAREN H. CLARK
HAREN H. CLARK

Margaret M. Doll
MARGARET M. DOLL

OR546PG0323

STATE OF FLORIDA

COUNTY OF GADSDEN

The foregoing Declaration was acknowledged before me by MARGARET M. DOLL, on this 17th day of JUNE, A.D. 2002.

Karen K. Clark
(signature)

KAREN K. CLARK
(name typed or printed)

Notary Public

My Commission Expires: 1/16/05



Karen K Clark
My Commission CC989830
Expires January 16, 2005

Thomas P. Skipper
Professional Surveyor and Mapper
16 East Washington Street
Quincy, Florida 32351
(850) 627-9754

OR 546 PG 0324

May 24, 2002
Legal Description for Bert Properties
For Restrictive Covenants of **Gus Bert Farms Subdivision II**
53.6 Acre Parcel of Land

A parcel of land lying in the Northeast one quarter of Section 8 and the West one half of Section 9, Township 2 North, Range 2 West, Gadsden County, Florida, more particularly described by metes and bounds as follows:

BEGIN at a concrete monument (RLS1254) marking the Southeast corner of said Northeast one quarter (the West Quarter corner of said Section 9) and run;

Thence South 01 degree 32 minutes 59 seconds West 239.96 feet;

Thence East 571.95 feet to a point in the centerline of Gus Bert Drive (also known as Gus Bert Farm Road – 60 foot right-of-way), also said point being on a curve concave to the Southeast;

Thence Northeasterly along said centerline and said curve with a radius of 1096.43 feet through a central angle of 28 degrees 12 minutes 36 seconds for an arc distance of 539.84 feet (the chord of said arc being North 14 degrees 07 minutes 20 seconds East 534.40 feet) to a point for the end of said curve;

Thence North 28 degrees 13 minutes 38 seconds East along said centerline a distance of 388.08 feet;

Thence North 56 degrees 16 minutes 45 seconds West (Bearing Base) 392.36 feet;

Thence North 59 degrees 14 minutes 59 seconds West 393.35 feet to a point in the centerline of a creek;

Thence Northeasterly along said centerline of said creek a distance of 334 feet, more or less, to a point, said point being North 11 degrees 03 minutes 13 seconds East 296.31 feet from aforesaid mentioned point;

Thence North 58 degrees 59 minutes 25 seconds West 513.52 feet to a point on the Southerly right-of-way boundary of Beaver Creek Drive (60 foot right-of-way);

Thence South 50 degrees 58 minutes 15 seconds West along said Southerly right-of-way boundary a distance of 897.72 feet to a point of curve to the right;

Thence Southwesterly along said Southerly right-of-way boundary and said curve with a radius of 435.81 feet through a central angle of 32 degrees 16 minutes 27 seconds for an arc distance of 245.49 feet (the chord of said arc being South 67 degrees 06 minutes 29 seconds West 242.26 feet) to a concrete monument (PSM3031) at the intersection of said Southerly right-of-way boundary and the Easterly right-of-way boundary of Shady Oak Way (60.00 foot right-of-way) said point marking a point of reverse curve, concave to the Southeast;

Thence Southerly along said Easterly right-of-way boundary as follows:

Thence along said curve with a radius of 25.00 feet through a central angle of 83 degrees 08 minutes 42 seconds for an arc distance of 36.28 feet (the chord of said arc being South 41 degrees 40 minutes 21 seconds West 33.18 feet) to a concrete monument (RLS3031) for the end of said curve;

Thence South 00 degrees 06 minutes 00 seconds West 249.05 feet to a concrete monument (RLS3031) for a point of curve to the left;

Legal Description for Bert Properties
For Restrictive Covenants for Gus Bert Farms Subdivision II
53.6 Acre Parcel of Land

OR 546 PG 0325

Thence along said curve with a radius of 25.00 feet through a central angle of 49 degrees 40 minutes 47 seconds for an arc distance of 21.68 feet (the chord of said arc being South 24 degrees 44 minutes 24 seconds East 21.00 feet) to a concrete monument (RLS3031) for a point of reverse curve (Cul-de-Sac), said point being South 40 degrees 25 minutes 13 seconds West 60.00 feet to the radius point;

Thence along said curve (Cul-de-Sac) with a radius of 60.00 feet through a central angle of 139 degrees 40 minutes 47 seconds for an arc distance of 146.27 feet (the chord of said arc being South 20 degrees 15 minutes 37 seconds West 112.65 feet) to a concrete monument (RLS3031);

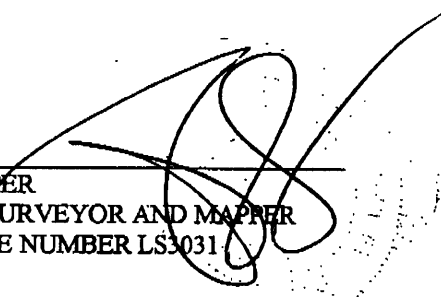
Thence leaving said Easterly right-of-way boundary run South 00 degrees 06 minutes 00 seconds West 400.00 feet to a concrete monument (RLS3031) on a fence line;

Thence continue South 00 degrees 06 minutes 00 seconds West 133.23 feet to a concrete monument (PSM3031) on the Southern boundary of said Northeast one quarter;

Thence South 89 degrees 50 minutes 13 seconds East along said Southern boundary a distance of 1142.51 feet to the POINT OF BEGINNING.

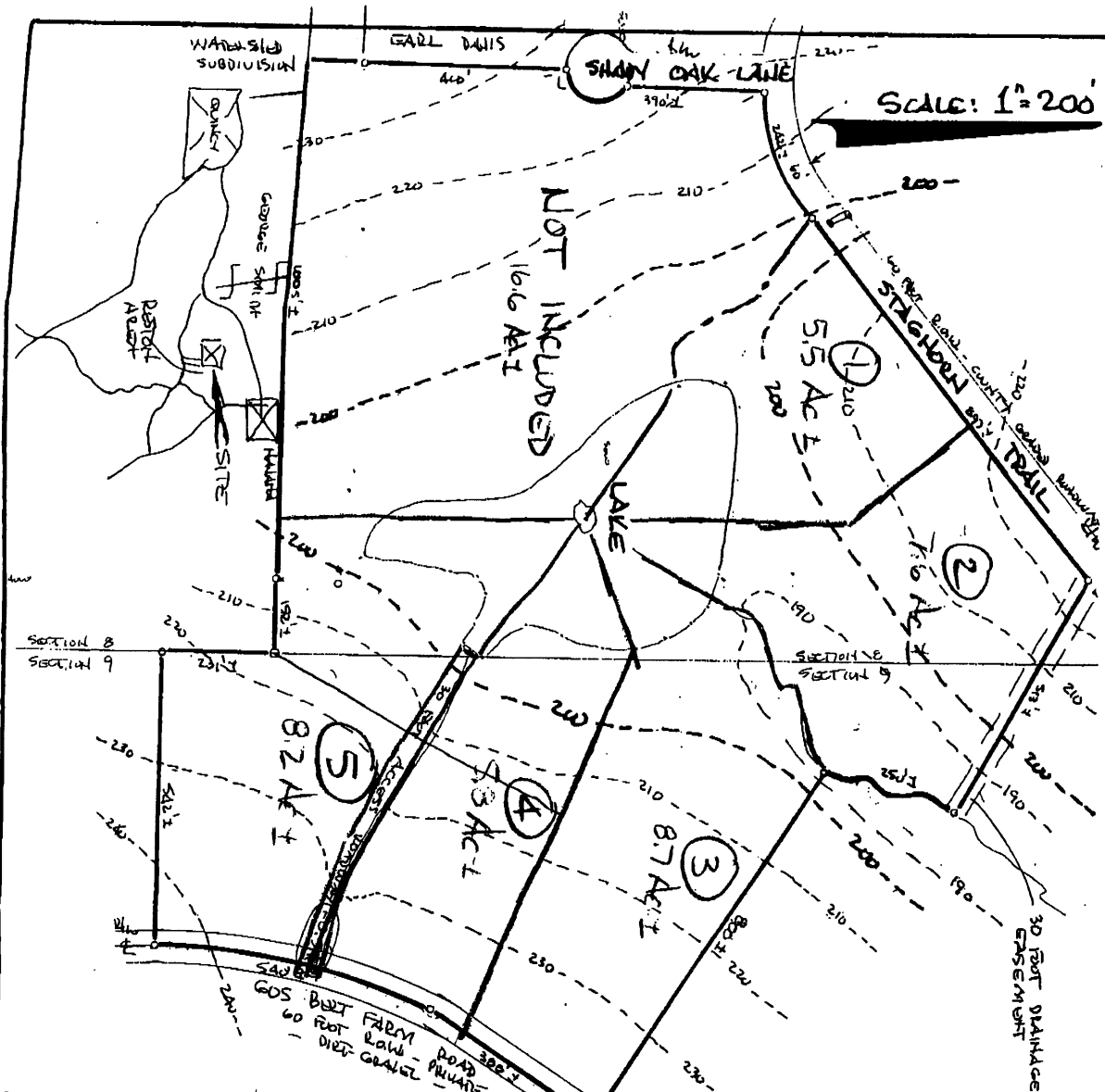
Containing 53.6 acres, more or less.

THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS3031



2001-108

OR546PG0326



NOTES:

1. LOTS BEING IN SECTIONS 8 AND 9, TOWNSHIP 16 NORTH, RANGE 21 WEST, CROSBY COUNTY, FLORIDA.
2. BOUNDARIES INDICATED HEREON TRACED FROM SURVEY DATA PERFORMED FOR BEET FARMS BY BOBET A. PRESHET, PLS # 3325 - DATED 12/16/06.
3. CONTOURS TAKEN FROM U.S.G.S. QUADRANGLE "HALLS SOUTH, FLA. - 1963".
4. LOTS LIE IN FLOOD ZONE "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY'S FUR INFORMATION DATE MAP COMMUNITY - PALMER HUMBEL 120091 025 A, EFF. DATE 5/2/06.
5. PARCEL ACCOUNT NO. ACREAGE: 36.3 ACRES ±.

PRELIMINARY LOT LAYOUT FOR

BEET FARMS II

PREPARED BY
THOMAS P. SLIPPER
 PROFESSIONAL SURVEYOR AND MAPPER
 16 EAST WASHINGTON STREET
 GAINES, FLORIDA 32551
 20 AUGUST 2001
 14 MAY 2002

Exhibit "B"