

Prepared By: **Theodore M. Burt, P.A.**
Post Office Box 308
Trenton, Florida 32693

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
AKERS PLANTATION SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS for **AKERS PLANTATION SUBDIVISION**, is made this 18th day of May, 2005, by **BKE VENTURES, INC.**, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a cluster of lots with common covenants for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said cluster designated on the plat of **AKERS PLANTATION SUBDIVISION**, a copy of which is attached hereto as Exhibit "B"; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements, (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon and enforceable by the Developer and subsequent owners of Lots, parcels, or units in the property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described in Exhibit "A" or any part thereof, their heirs, successors, tenants, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(A) Developer: The Developer shall mean and refer to **BKE VENTURES, INC.**, its successors and assigns.

(B) Lot: a lot shall mean an individual parcel as shown on the recorded plat for **AKERS PLANTATION SUBDIVISION**.

(C) Owner: Owner shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot, including the Developer.

(D) Declaration: Declaration shall mean this Declaration of Restrictions and Covenants, including such amendments as from time to time shall be made.

(E) Plat: Plat shall refer to the recorded plat of **AKERS PLANTATION SUBDIVISION**, as set forth in the Official Records of Gilchrist County, Florida.

ARTICLE II **EASEMENTS**

Section 1. Utilities Easement: Easements are hereby reserved to the Developer to all Lots as may be required in order to furnish utility service to **AKERS PLANTATION SUBDIVISION** and any adjoining property which is subsequently annexed to the subdivision.

ARTICLE III **GENERAL BUILDING RESTRICTIONS**

Section 1. Single Family Structures Only: The Property shall be used for residential purposes only and limited agricultural purposes, as otherwise expressed herein. No building shall be erected, placed, or permitted to remain on any portion of the Property other than single family dwellings, not to exceed three (3) stories in height, plus a private garage for not less than two (2) vehicles. There may be incorporated in or attached to any such dwelling a garage and storage or laundry room. No detached buildings or other structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than a swimming pool, tennis court, cabana, or other structure used solely as an auxiliary appurtenance to a swimming pool or tennis court or as otherwise herein provided. Appropriate stalls, barns, woodworking shops and hobby shops may be built as detached buildings and must meet all setback requirements. Barns may be constructed in such a manner as to house farm equipment and machinery and recreational vehicles, but shall contain no more than one (1) horse stall per every two (2) acres contained within a Lot, with no more than four (4) horses per lot.

Section 2. Garages, Accessory Buildings and Driveways: Two (2) accessory buildings (pool house, workshop, etc.) will be allowed per Lot .

Section 3. Square Footage: No dwellings shall be constructed on any Lot in the subdivision which shall contain less than 1,200 square feet of living area, excluding in-air conditioned porches and garages. In the case of a two (2) story dwelling, the first floor shall be a minimum of 800 square feet in area, excluding in-air conditioned porches and garages.

Section 4. Construction:

(A) Any Construction commenced on any Lot shall be completed within ten (10) months from the date of first delivery of any construction materials to site.

(B) No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

(C) All residences shall be constructed of either wood, brick or stucco finish, or such other material as approved by the Architectural Committee, and shall not be comprised of exposed concrete block. The term "Wood" shall not include or refer to T-111 material.

(D) All construction of any permanent improvements must comply with federal, state or local government laws, regulations or requirements and to the requirements of the Suwannee Water Management District.

Section 5. Setbacks: No building shall be placed on any lot or parcel nearer than fifty (50) feet to any lot line or to the boundary of any easement shown on the Plat. For the purpose of construing the covenant and restriction contained in this paragraph, eaves and steps shall not be considered as a part of the building or dwelling.

ARTICLE IV **LAND USE AND RESTRICTIONS**

Section 1. Exclusion for Business Purposes: No trade, business, service, or manufacture shall be conducted on any of the Lots in this subdivision or shall any building be erected thereon

to be used in such purpose, provided, however, that a home office shall be allowed conditioned upon the requirement that it shall not generate more than six (6) visits per day by individuals who are not related to the Owner or members of the Owner's immediate family. In no event shall this provision be entitled to allow the maintenance of a home office if same is in violation of any ordinance of Gilchrist County.

Section 2. Nuisance: No activity shall be conducted on any Lots which may be or become an annoyance or nuisance to the remaining occupants of **AKERS PLANTATION SUBDIVISION**.

Section 3. Signs: No signs of any character shall be displayed or placed on any part of the property of any Lot except "For Sale" signs, referring only to the premises on which displayed and not to exceed six (6) square feet and one (1) sign to a Lot.

Section 4. Noise: Residents shall exercise extreme care about making noise or using musical instruments, radios, televisions and amplifiers, and shall not make or permit any noises that will disturb or annoy the occupants of any dwelling or do or permit anything to be done which will infringe on the rights, comfort or convenience of other Owners.

Section 5. Maintenance: All Lots in the subdivision shall be kept in a good and reasonable state of repair and appearance, and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. The Developer or other lot owner or owners may bring an action at law or in equity to enforce this section for appropriate relief with costs and attorney fees to be awarded to the prevailing party.

Section 6. Animals: The Owner(s) of any Lot may keep and maintain upon his property, normal household pets provided that they do not become an annoyance or nuisance to the remaining occupants of the subdivision. However, no livestock or poultry or other farm animals may be placed on any Lot except an Owner may keep horses which, in the aggregate, do not exceed one (1) such animal per each two (2) full acres of land within such Lot and in no case, more than four (4) animals per lot. In addition, one pig per lot shall be allowed.

Section 7. Vehicles: No repairs to vehicles may be performed except in an enclosed garage or workshop. No vehicle, including passenger automobiles, commercial, recreational or other motorized vehicles, or the like, shall be dismantled, abandoned, serviced, rebuilt, repaired, or repainted except in an enclosed garage or workshop. No semi tractor trailer or other commercial truck shall be parked in the subdivision or on the road right-of-way adjacent to the subdivision.

Section 8. Antenna/Small Satellite Dish: Each Lot shall be entitled to maintain one (1) exterior satellite dish with a radius not to exceed one meter, provided that the location thereof shall be placed so as to provide minimum visibility and exposure to the street, vehicular traffic and neighbors. In addition, one radio and television antenna shall be permitted per Lot, with the condition that the placement thereof shall be in accordance with the specifications referred to above for satellite dishes.

Section 9. Further Subdivision: No Lot shall be divided so as to create additional Lots.

Section 10. Motor Vehicles: Motorized vehicles may be used only in a manner so as not to create a nuisance to other occupants of **AKERS PLANTATION SUBDIVISION**.

Section 11. Trash and Garbage: No accumulation of trash shall be allowed. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage cans shall be screened by fencing or landscaping so that they are not visible from other homes or the street. Containers shall be moved to the street on the morning of trash collection and returned to the storage area that same evening.

Section 12. Tree Removal Restrictions: Each Owner acknowledges that it is the intent of this Declaration and the Developer that the natural rural and pastoral atmosphere of the

subdivision with numerous trees shall be encouraged and maintained to the greatest degree possible. Therefore, trees having a diameter of six (6) inches or more (measured four (4) feet from the ground level) may not be removed without prior approval of the Architectural Committee.

Section 13. Clothes Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot or from any portion of the street.

Section 14. Wells and Septic Tanks: Wells and septic tanks shall not be placed closer than fifty (50) feet to any lot line, or to the boundary of any easement shown on the Plat, nor closer than one hundred (100) feet to each other.

Section 15. Storage Tanks: No storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuel or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building or dwelling unless the same shall be placed inside of walls, fences or similar type enclosure. In no event shall any of the same be visible from any public road and adjacent or neighboring property.

ARTICLE V

GENERAL PROVISIONS

Section 1. Durations:

(A) These covenants are to run with the land and shall be binding upon all persons claiming under the Owners and all persons owning or residing on any Lot and shall be binding for a period of thirty (30) years from the date these covenants are recorded., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless vote of the majority of the then Owners of the Lots it is agreed to change or revoke said covenants in whole or part.

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

Section 2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Owner on the records of the Gilchrist County Property Appraiser at the time of such mailing.

Section 3. Enforcement: In the event of violation or attempted violation of any one or more of these restrictions and maintenance covenants, and the Owner or Owners of any Lot, acting either individually or collectively, shall have the right through action at law to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of such provisions.

Section 5. Amendment: This Declaration may be amended by Developer as long as it owns property subject to this Declaration. Thereafter, this Declaration may be amended by a 2/3 majority vote of the Owners at any special meeting thereof, provided that at least ten (10) days advance notice of such meeting be given to all Owners and that said notice specify the amendment intended to be voted upon.

Section 6. Effective Date: This Declaration shall become effective upon recordation of this Declaration in the Public Records of Gilchrist County, Florida.

Section 7. Partial Invalidation: Invalidation of any one of these covenants by

judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, **BKE VENTURES, INC.** has set forth its hand and seal on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Sabra M. Lindsey
Witness **Sabra M. Lindsey**

Krishna Frye
Witness **Krishna Frye**

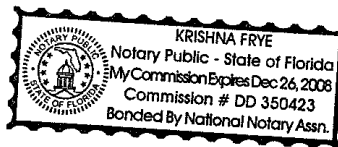
BKE VENTURES, INC.

By: William K. Wiles
WILLIAM K. WILES, President

STATE OF FLORIDA
COUNTY OF GILCHRIST

The foregoing instrument was acknowledged before me this 18th day of May, 2005, by **WILLIAM K. WILES**, as President of **BKE VENTURES, INC.**, who is personally known to or who provided a driver's license as identification.

Krishna Frye
Notary Public
My Commission Expires: Dec 26, 2008



10665-001st

Exhibit "A"

Legal Description
For **AKERS PLANTATION** Subdivision

Commence at the Northwest corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4) of Section 33, Township 9 South, Range 14 East, for a point of reference. Thence run along the West line of said NE 1/4 of SW 1/4, S 00°09'28" W, 39.72 feet to a boundary line as defined in Official Record Book 161, Pages 460-463 of the public records of Gilchrist County, Florida, and the Point of Beginning. Thence continue along the West line of said NE 1/4 of SW 1/4, S 00°09'28" W, 824.21 feet; thence run N 89°50'33" E, 1299.66 feet to a boundary line as defined in Official Record Book 161, Pages 460-463 of the public records of Gilchrist County, Florida; thence run along said boundary line, N 00°13'26" E, 824.22 feet to the aforementioned defined boundary line; thence run along said boundary line, S 89°50'33" W, 1300.62 feet to the Point of Beginning, all lying and being in Gilchrist County, Florida.

