Instrument# 2003006542, Page 1 of 20 Recorded 12/15/2003 at 12:08 PM, Joe W Gilliam, Gilchrist County, Clerk of Court Deputy Clerk SABRA LINDSEY

The attached document contains the amendments to the Restrictive Covenants to the Flying Harness Farms Subdivision ratified by a majority of signed votes and recorded on 15 December 2003. This enclosure includes the signed, notarized votes.

### **RECITALS**

- The Restrictive Covenants provide that Lots 19-32 are designated as "airstrip lots."
- The Restrictive Covenants provide for the formation of the Flying Harness Farm Owners Association, Inc. to own the airstrip and to access the owners of the airstrip lots with taxes and the cost of maintenance, repair and improvement of the airstrip.
- The Restrictive Covenants provide that only the owners of airstrip lots are members of the Association.
- 4. Paragraph 15 of the Restrictive Covenants provides that the covenants may be amended by a written instrument signed by a majority of the owners of all lots within the Flying Harness Farms subdivision and the Developer.
- 5. The undersigned owners constitute a majority of the lot owners.
- 6. The Developer, Flying Harness Farm, Inc. consents to this amendment.
- 7. Paragraph 15 is amended to delete the Developer from the covenants since the Developer is no longer an interested party.
- 8. Paragraph 15 is amended to allow the airstrip lot owners to amend those covenants applicable to only airstrip lots and does not need the consent of any lot owner not designated as an airstrip lot.
- 9. Paragraph 13.c. is added to allow the airstrip lot owners to accept a deed to and own the road shown on the plat for the Flying Harness Farm subdivision known as S.W. 15<sup>th</sup> Street, Gilchrist County, Florida. Paragraph 13.c. also gives the Flying Harness Farms Owner Association responsibility to maintain the road and make assessments against Association members for road maintenance, repair and improvement, payment of taxes and other related expenses.

### RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS, made this 15th day of Dec., 1984, by FLYING HSRNESS FARM, INC., a Florida corporation, hereinafter referred to as "the developer,"

#### WITNESSETH:

WHEREAS, the developer holds the fee simple title to the flowing described property in Gilchrist County, Florida:

Flying Harness Farm, as per plat thereof Recorded in Plat Book 2, Pages 45 and 46, of the Public records of Gilchrist County, Florida.

Hereinafter referred to as "the property,"

And

WHEREAS, the developer desires to impose certain restrictive covenants governing the use of said property and the rights of the future owners thereof,

NOW THEREFORE, the developer hereby declares and imposes on the above-described property the restrictions, covenants and provisions hereinafter set forth, which are to run with the real property and be binding on all parties having any right, title or interest in any portion of said property, their heirs, successors and assigns, and said provisions shall inure to the benefit of each owner thereof. These restrictions shall continue until December 31, 2014, at which time they will be automatically renewed for an additional period of ten (10) years unless the owners of a majority of the lots covered by these restrictions shall vote to terminate the same.

- 1. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any of the real property above described, or any interest therein, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent such violation or to recover damages therefore and also to recover all expenses incurred in connection with the litigation, including, including a reasonable attorney's fee. The invalidation of any one of these covenants by judgment or order of court competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in effect.
- 2. The developer or its successor in title may cause additional real property in Sections 5, 6, 7, 8, and 17 of Township 9 South, Range 15 East, Gilchrist County, Florida, to become subject to these Restrictive covenants. Such additions shall have all the rights, privileges and responsibilities as those lands originally covered by these restrictions.
- No part of the property shall be used for other than residential and/or small farm purposes. No type of commercial operation shall be allowed on any part of the property.
  - 4. Mobile homes may be placed on the property under the following conditions:

- a. Minimum size: Twelve (12) feet by sixty (60) feet;
- b. At the time of placement upon the property, no mobile home shall be more than 3 years old and shall be in good physical conditions and appearance.
- 5. No more than one (1) permanent residential structure or mobile home shall be placed on any platted lot.
- 6. No tract of the property shall be further subdivided to any smaller size.
- 7. Livestock and poultry in moderate number according to the size of the tract shall be allowed except for any type of commercial operation. Commercial operations or excessive numbers of livestock or poultry that become offensive to surrounding property owners shall not be allowed.
- All lots shall be kept in a good state of appearance. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage.
- No inoperative or junk vehicles or equipment shall be kept on the property.
- 10. All permanent homes, mobile homes, barns or any other structures including fences shall be maintained in good physical condition at all times.
- 11. The developer shall have the right and authority to approve exceptions or variation from these restrictions without notice or liability to owners of other tracts, or any persons of authority whatsoever.
- 12. The failure of any land owner or the developer to enforce any restrictions or covenants contained herein shall in no event be deemed a wavier of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
- 13. As to Lots 19 through 32 of Flying Harness Farm as described above, the following additional restrictive covenants and provisions shall apply:
  - a. Lots 19 through 32 shall hereinafter be referred to as "airstrip lots". The developer shall cause to be formed a non-profit corporation known as the Flying Harness Farms Owners Association, Inc. or some similar available name for the purpose of holding title to the airstrip immediately adjacent to Lots 19 through 25 of Flying Harness Farm. Said corporation shall hereinafter be referred to as "the Association." The developer shall cause the fee simple title to said airstrip to be conveyed into the Association. The Association shall be responsible for the maintenance, upkeep and any further improvement of the airstrip necessary or desirable to maintain the airstrip in a safe and useable condition. The airstrip shall be for the use of the owners of Lots 19 through 32 and the owners of such other lots in the subdivision and other lands in Sections 5, 7, 8 and 17 of Township 10 South, Range 15 East, Gilchrist County, Florida, as may be designated by the developer. In addition, the Association, by majority vote of its board of directors, may designate additional parties who may be allowed to use the airstrip from time to time. Airplanes visiting the area of Sections 5, 7, 8 and 17 of Township 10 South, Range 15 East, on a casual basis shall be allowed to use the airstrip free of charge.

- b. The owners collectively of each airstrip lot shall be entitled to one vote in the affairs of the association as provided in the Articles of Incorporation and By-Laws of the association. The Board of Directors of the association may make assessments for the maintenance, repair and improvement of the airstrip and the payment of taxes and other reasonable expenses relating to the airstrip and shall enforce such assessments as may be set forth in the Articles of Incorporation and By-Laws from time to time. The assessment shall be against each airstrip lot and each lot added to these restrictions under paragraph 2 above having the right to use the airstrip and shall not exceed Fifty (\$50.00) dollars annually increased by eight (8%) percent per year for each calendar year after date hereof.
- c. (ADDED 12/12/2003 to accept deed to and responsibility for S.W. 15<sup>th</sup> Street) The Flying Harness Farms Owners Association, Inc. shall have the authority to accept a deed to and own the road as shown on the plat for Flying Harness Farm as recorded in Plat Book 2, pages 45 and 46 of the Public Records of Gilchrist County, Florida. In addition, the Association shall be responsible for the maintenance, upkeep and any further improvement of the road necessary or desirable to maintain it in a safe and useable condition. The Board of Directors of the Association may make assessments against the members of the Association (i.e., the owners of the airstrip lots) for maintenance, repair and replacement of the road, the payment of taxes and other reasonable expenses relating to the road and shall enforce such assessments as may be set forth in the Articles of Incorporation and By Laws from time to time.
- 14. The easement shown on the recorded plat over Lots 20, 26, 27, 28, 29, 30, 31 and 32 is a perpetual easement for taxiing airplanes to and from the airstrip and said easement is hereby granted to the owners of the airstrip lots. Said easement shall not be obstructed in any way and shall be allowed to remain open to accommodate the taxiing of airplanes. The Association referred to above having the right to use said easement may keep said easement clear, mowed, level and free from obstructions.
- 15. (Amended 12/12/2003 to eliminate the Developer as a voting party and allow the Association to resolve "Association-only" issues). These Restrictive covenants may be amended in whole or in part from time to time by an instrument in writing signed by the owners of a majority of the lots but any such instrument shall not eliminate the right of the airstrip lot owners to use the airstrip under reasonable terms and conditions. Any amendment that affects only the majority of the owners of the airstrip lots or the Association must be signed by a majority of the owners of the airstrip lots and does not need the consent of any owner of lot not designated as an airstrip lot.

IN WITNESS WHEREOF, the developer has caused these Restrictions to be executed on the day and year first above written.

And			
The Flying Harness Farms Owners Association has amended these Restrictions on the day and year			
indicated below.			
Signed, sealed and delivered in our presence as witnesses:			
	<u> </u>		
Printed Name	Printed		
Name			
Printed Name	Printed		
Name			
STATE OF FLORIDA			
COUNTY OF GILCHRIST			
The foregoing instrument was ackr	nowledged before me this day of		
2003, by			
_			
Such Person(s):			
( ) is/are personally known to me.			
( ) produced a current Florida Driv	er's license as identification.		
( ) produced	as identification.		
	Print Name:		
	_		
(SEAL)	Notary Public, State of Florida		
	My Commission Expires:		
	Serial Number:		

Signed, sealed and delivered in

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

our presence as witnesses:

Melin any Mungley
Printed Name: Melissa Jay Mulphy

Dame & Salta
Printed Name: TAMES D. SALTER

DEVELOPER: FLYING HARNESS

FLYING HARNESS FARM, INC., a dissolved Florida corporation

il V'O

By: Homer Knizely, Jr., Vice Presiden

STATE OF FLORIDA COUNTY OF ALACHUA

(SEAL)

The foregoing instrument was acknowledged before me this 2 day of September 2003, by Homer Knizely, as Vice President of Flying Harness Farm, Inc., a dissolved Florida Corporation, on behalf of said corporation. Such person(s):

is/are personally known to me.

( ) produced a current Florida Driver's license as identification.

( ) produced \_\_\_\_\_\_ as identification.

Print Name:

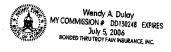
Notary Public, State of Florida

My Commission Expires:

Melinden

Serial Number:

	Signed, seale	d and delivered in	
	our presence	as witnesses:	
2	Anon	C. Soura	Printed Name: DSVI S. BOWLES
2	Printed Name:	R. Jarreson	Printed Name: MONY E. BOWERS
	STATE OF F	LORIDA	
		FALACHUA BREVARD	
	The fo	oregoing instrument was acknowledge of the and Many Bo	owledged before me this <u>18</u> day of <u>NOVCM DEV</u>
	Such person(s		
	• `		
	( <b>v</b> )	is are personally known to n	ne.
	( )	produced a current Florida I	
		identification.	
	( )	produced	as identification.
		3	Print Name: Wordy A Delay
			Notary Public, State of Florida
	(SEAI	۷)	My Commission Expires: 1-5 2006
	` -	•	Serial Number:
		•	



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below. Signed, sealed and delivered in our presence as witnesses: Printed Name: STATE OF FLORIDA COUNTY OF ALACHUA The foregoing instrument was acknowledged before me this 5 day of December 2003, by William Stewart Such person(s): is/are personally known to me. produced a current Florida Driver's license as identification. () produced\_ 3 Print Name: STANLEY SUZUKI Notary Public, State of Florida (SEAL) My Commission Expires: Serial Number:



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# PLEASE SIGN THIS PAGE

Signed, sealed and delivered in our presence as witnesses:  Printed Name: UNA K. T.  Printed Name: Bensa Vanasala  Printed Name: Bensa Vanosa	Ton Printed Name: Ross Duannocci of March James PAMELA QUAR
STATE OF FLORIDA COUNTY OF ALACHUA	lchrist
The foregoing instrument 2003, by	was acknowledged before me this Hay of DC
is/are personally kn is/are personally kn produced a current identification. produced  (SEAL)	as identification.  3 August Print Name: August Notary Public, State of Florida My Commission Expires: 11-16-06 Serial Number: DD 50859
	DEBRA K. HURST MY COMMISSION # DD 150859 EXPIRES: November 16, 2008 Bonded Thru Notary Public Underwriters

day and year written below.

Signed, sealed and delivered in our presence as witnesses:

| County | Coun

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the

	Signed, sealed and delivered in our presence as witnesses:	
<b>)</b> _	alecentale	' Charl W. Duels
	Printed Name: Alicia Dale	Printed Name: CHANIS W. DUDCET
2	Helio Smith	1 Holly Smith #
	Printed Name Holly Sm. + M	Printed Name: Hotty Sm. 4
	STATE OF FLORIDA	_
	COUNTY OF ALACHUACION	45T
	The foregoing instrument was	acknowledged before me this 12 day of november
	2003, by Charles W. Didl	
	Such person(s): 2pages + 2sie	, pages
	( )	
	() is/are personally know	
	produced a current Flo	orida Driver's license as
	identification. D34	
	( ) produced	as identification.
	•	o Camers of
		Print Name: Genane & Cruze
	(07) 4.7.)	Notary Public, State of Florida
	(SEAL)	My Commission Expires:
		Serial Number:
	GERIANNE R. CRUZE MY COMMISSION # CC 994156	
	EXPIRES: January 17, 2005	
	Bonded Thru Notary Public Underwriters	

	-					
		ed and delivered in as witnesses:				
2 {	Fiica L	Vanosdol		John	Roleng	
	Printed Name	DIA -	<u>l</u>	Printed Name: To	HN FLEMI	NG
2	Printed Name:	Jan L Grines		Patrice	a Flemi	<del></del>
			_	Printed Name:	TRICIA FLI	= MING=
	STATE OF F	FLORIDA F ALACHUA				
	The fe 2003, by Such person(	oregoing instrument was a sign of the fleming of signs.	acknowledged AC Pat	d before me this	May of No	vember,
		is/are personally known				
	( )	produced a current Flor identification.	ida Driver's li	icense as		
	( )	produced		as identification	١.	
				lame: Miche		un Ervin
	(SEA)	(.)	Notary My Co	Public, State of	Florida Marces: 00#105	4212001 3061
	(02.12	<i></i>		Number:	es. DO 4 10 5	3049
		MICHELLE RENEE IRVIN AY COMMISSION & DD 103064 EXPIRES: May 21, 2006 proded Thru Notary Public Underwriters				

	Signed, seale	d and delivered in
	our presence	as witnesses:
2	MULP Printed Name:	WISM Li alan Wilson Printed Names: Alan 4 4/5022
	Printed Name:	Printed Names, HLAN WISON
2	Lyen &	2 Hole . anber N. Wilson
, [	Printed Name: 1	
d	STATE OF F	(bal) an (Lisa m (ahran)
	COUNTY OF	FATACHEA Gilchrisi
	The fo	pregoing instrument was acknowledged before me this \( \frac{\infty}{2} \) day of \( \frac{\infty}{2} \) c
	2003, by <u>5</u>	Alan Wilson and Amber N Wilson.
	Such person(s	s):
	(4)	is/are personally known to me.
	( )	produced a current Florida Driver's license as
		identification.
	( )	produced as identification.
		3 Lucy D Liste
		Print Name: Lucy D LOCKE
		Notary Public, State of Florida
	musical Al	My Commission Expires:
		Notary Public - State of Florida Serial Number:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

Signed, sealed and delivered in our presence as witnesses:

Printed Name: ROMAN BAME Printed Name: Man Han - OWN Printed Name: Christina Bant - Owner Printed Name: Christina Hant - Owner Printed Name: Chr

STATE OF FLORIDA COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this day of November, 2003, by November + Christina Hant.

Such person(s):

is/are personally known to me.

( ) produced a current Florida Driver's license as identification.

( ) produced \_\_

as identification.

Print Name: Sephanie Gilbert

Notary Public, State of Florida

My Commission Expires: Sept 15 2006

Serial Number: Db119193

(SEAL)



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# PLEASE SIGN THIS PAGE

Signed, sealed and delivered in our presence as witnesses:	
Elwarda Gore	Printed Name: CHRISTINA MARIE BILLER
alicra Daha	· Mall 1271
Printed Name:	Printed Name: GECFF17 1- BILLER
STATE OF FLORIDA COUNTY OF ALACHUA COLORIST	
The foregoing instrument was acknown 2003, by CHRISTIMA Majer Biller Such person(s): Geoffry L.B	wledged before me this 14 day of <u>November</u> , An p wher <u>Qpages + 2 signatur</u> pages.
is lare personally known to me	<b>2.</b>
() produced a current Florida Dr	
identification.	
() produced <u>ル/み</u>	as identification.
3	
•.	Print Name: Gereanne R Cruza
	Notary Public, State of Florida
(SEAL)	My Commission Expires:
GERIANNE R. CRUZE MY COMMISSION # CC 994156 EXPIRES: January 17, 2005	Serial Number:

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## PLEASE SIGN THIS PAGE

Signed, sealed and delivered in our presence as witnesses:	
Sholia Brown Printed Name: Shel: C. Brown	Printed Name:
Printed Name: Theresa Jones	Printed Name:
STATE OF FLORIDA COUNTY OF ALACHUA	
The foregoing instrument was acknown 2003, by Such person(s):	wledged before me this Bhday of November,
is/are personally known to m	
() produced a current Florida D identification.	river's license as
( ) produced	as identification.
(SEAL)	Print Name: Serial Number:  Shound  Print Name: Serial Strown  Rotary Public, State of Florida  My Commission Expires:  Serial Number:



2	Signed, sealed and delivered in our presence as witnesses:  Printed Name: Carol Kn 7ht  Andrew Hor Ton	Printed Name: DANIEL T: HOLTON  Printed Name: Carol Knight on	odness
	STATE OF FLORIDA COUNTY OF ALACHUA		
	The foregoing instrument was acknown 2003, by Daniel Herton / Such person(s):	owledged before me this 3 day of Doc ,	
	is/are personally known to me produced a current Florida Desidentification.  () produced		
	Commission # CC 924724 Expires April 4, 2004 Bonded Thru Atlantic Bonding Co., Inc.	Notary Public, State of Florida  My Commission Expires: Serial Number:	ſ

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

Signed, sealed and delivered in our presence as witnesses: Printed Name: STATE OF FLORIDA COUNTY OF ALACHUA The foregoing instrument was acknowledged before me this // day of Nov., Such person(s): is/are personally known to me. produced a current Florida Driver's license as identification. () produced\_ as identification. Print Name: PAVID R. LOWERY Notary Public, State of Florida My Commission Expires: June - 18, 2005 (SEAL) Serial Number: D.D. 025574 DAVID ROSS LOWERY MY COMMISSION # DD 025574
EXPIRES: June 18, 2005
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

1.00 - 6.00

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). )	Signed, sealed and delivered in our presence as witnesses:  Authorized Name: Jan L Grines  Printed Name: Linda M. Peeters  Printed Name: henea lowed    Printed N
	STATE OF FLORIDA COUNTY OF ALACHUA COUNTY
	The foregoing instrument was acknowledged before me this day of November, 2003, by
	is/are personally known to me.  ( ) produced a current Florida Driver's license as identification.  ( ) produced as identification.
	MICHELLE RENEE IRVIN MY COMMISSION & DD 103064 EXPIRES: May 21, 2006 (SPEA Try) Yorkey Protect Underwiters  AMCCIVALLY Renee IVIN Print Name: Michelle Renee IVIN Notary Public, State of Florida My Commission Expires: May 21, 2006 Serial Number: DD 103064

	Signed, sealed and delivered in our presence as witnesses:
2	Printed Name: Less's Raymond Printed Name: James J. Cobb
2	Printed Name: Alison Dimstead  Printed Name: CAROLYN M COS B
	STATE OF FLORIDA COUNTY OF ALACHUA
	The foregoing instrument was acknowledged before me this 26 day of Mountes.  2003, by June 9. Cabb and Curly M. Cabb.  Such person(s):
	<ul> <li>is/are personally known to me.</li> <li>produced a current Florida Driver's license as identification.</li> </ul>
	() produced as identification.  3 Kall & Burre
	Print Name:
	Serial Number:  Karen K. Bump, Notary Public Towarda Boro, Bradford County My Commission Expires Apr. 18, 2005
	Member, Pennsylvania Association of Notarles