

Prepared By and Return To:  
Big Tree Lakes Property Owner's  
Association, Inc.  
8777 San Jose Blvd.  
Building A, Suite 200  
Jacksonville, FL 32217

REVIVED AMENDED AND RESTATED  
COVENANTS AND RESTRICTIONS FOR  
BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC.

THIS REVIVED AMENDED AND RESTATED DECLARATION of covenants and restrictions is made effective by BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECITALS

A. The original Developer for project governed by the BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC. recorded that certain Declaration of Restrictive and Protective Covenants, which is recorded in Official Records Book 689, Page 193, of the public records of Clay County, Florida, and was amended by the following instruments:

- 1) Supplemental Declaration of and Amendment to Restrictive and Protective Covenants, recorded at Official Records Book 689, Page 550, of the public records of Clay County, Florida;
  - 2) Second Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 706, Page 467, of the public records of Clay County, Florida;
  - 3) Third Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 712, Page 75, of the public records of Clay County, Florida;
  - 4) Fourth Amendment to Restrictive and Protective Covenants recorded at Official Records Book 716, Page 116, of the public records of Clay County, Florida;
  - 5) Fifth Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 775, Page 121, of the public records of Clay County, Florida;
  - 6) Sixth Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 921, Page 88, of the public records of Clay County, Florida;
  - 7) Seventh Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 1891, Page 1663, of the public records of Clay County, Florida;
  - 8) Eighth Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 1895, Page 150, of the public records of Clay County, Florida; and,
  - 9) Ninth Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 1891, Page 1663, of the public records of Clay County, Florida;
- (hereinafter together referred to as the "Declaration").

B. All of the land encumbered by the Declaration, as amended, is described in Exhibit "A" to this instrument.

C. The covenants and restrictions contained in the Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act.

D. The organizing committee for BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC. consists of the following:

<u>Jim Coleman</u> <u>5372 Custer Street</u> <u>Keystone Heights, FL 32656</u> <u>904-509-9734</u>	<u>Mva Auer</u> <u>5915 Sequoia Road</u> <u>Keystone Heights, FL 32656</u> <u>904-874-8328</u>	<u>Melanie Hartman</u> <u>7680 Kings Canyon Road</u> <u>Keystone Heights, FL 32656</u> <u>352-278-1251</u>
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E. The organizing committee for BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC. does hereby submit the following Revived Amended Covenants and Restrictions for Big Tree Lakes Property Owners' Association, Inc., pursuant to Section 720.403, Florida Statutes, as the "Revived Declaration".

F. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Declaration.

G. The Revived Declaration governs only the lots which were originally encumbered by the Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto. Removal and clarification of certain covenants and restrictions contained in the Declaration are identified as follows: new words are inserted in the text and underlined; and words to be deleted are ~~lined through~~ with hyphens.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Declaration and further clarifies and removes certain terms of the Declaration as identified herein, as follows:

#### **DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS**

Big Tree Lakes, a Partnership existing under the laws of the State of Florida, with offices located at 412 NE 16<sup>th</sup> Avenue, Gainesville, Florida, was the owner of that certain property, situate and being in Clay County, Florida, more particularly described as Lots 1-353 of Replat of Florida Frontier, Unit 1, Plat Book 13, pages 54- 67 (less and except Lot 40, Block 1, Florida Frontier Unit 1) and all of Florida Frontier, Unit 2 according to the plat thereof as recorded in Plat Book 10, Pages 32-35, together with that property described in Exhibit "A" attached hereto, and did



does by this instrument, hereby make, declare and impose upon said lands, for the benefit and protection thereof, the following conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land binding upon said owner, its successors and assigns, all persons deraigning title through said owner or claiming any right, title or interest in said land, all subsequent purchasers thereof, their heirs, personal representatives, successors and assigns, except as identified herein.

#### **ARTICLE I – DEFINITIONS**

The following terms as used in this instrument shall be construed as follows:

- (a) **PLAT** refers to the Replat of Florida Frontier Unit 1 recorded at Plat Book 13, Pages 54-67 and the Plat of Florida Frontier, Unit 2 recorded at Plat Book 10, Pages 32-35 of the public records of Clay County, Florida; and any other plat of record in which may be contained any of the lots subject to this Declaration of Restrictive and Protective Covenants, as may have been or may be amended.
- (b) **LOT** refers to each of the lots 1-353, less and except lot 40, Block 1 thereof, as platted on the plat of Replat Florida Frontier Unit 1; each of the lots in Florida Frontier Unit 2; and each lot as shown in any recorded plat, which lot has been made subject to, or may be made subject to, this Declaration of Restrictive and Protective Covenants, as may have been or may be amended.
- (c) **OWNER** refers to and shall mean the fee simple title holder of each lot as defined herein as reflected by the Public Records of Clay County and/or the "Purchaser" of a lot pursuant to a duly executed agreement for Deed in good standing.
- (d) **SETTLEMENT PONDS** refers to those areas designated as drainage collection areas by easement or as shown on the recorded plats.
- (e) **SUBDIVISION** refers to all of the lots in the plat of Replat Florida Frontier, Unit 1 (except lot 40, Block 1 thereof); Florida Frontier, Unit 2; and any other lots contained within any plats in the public records of Clay County, Florida which have been brought under and made subject to this Declaration of Restrictive and Protective Covenants, as may have been or may be amended.
- (f) **DWELLING OR DWELLING UNIT** refers to a residential unit constructed or to be constructed upon any lot in the subdivision.
- (g) **DEVELOPER** refers to Big Tree Lakes, a Florida Partnership, its successors and assigns.
- (h) **MAINTENANCE AREA** refers to all land areas, mechanical devices and other equipment within the subdivision which are required to be maintained, and services required to be provided by the Property Owner's Association hereinafter set forth.
- (i) **DEPARTMENT OF ENVIRONMENTAL REGULATION** refers to the State of Florida Department of Environmental Regulation.

(i) **PROPERTY OWNER'S ASSOCIATION** shall mean Big Tree Lakes Homeowner's Property Owners' Association, Inc., a Florida Corporation not for profit as subsequently described herein and referred to as "The Association" or "Association".

## **ARTICLE II - RESIDENTIAL USE**

- (a) No lot herein shall be used for any purpose except for residential purposes.
- (b) No building shall be erected, altered or permitted to remain on any lot other than for residential purposes.
- (c) No trade, business or profession, or other type of commercial activity shall be carried on upon any of the lands covered by these restrictions, provided, however, that this shall not prohibit the operation and maintenance by the developer or his agent of a sales office and model center facilities used in connection with the sale of homes and lots described herein, and this shall not prohibit activity specifically authorized by any applicable governmental zoning use, zoning permit, or zoning variance.
- (d) No noxious or offensive activity shall be carried on upon the herein described property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of nearby property.
- (e) ~~No hunting or discharge of firearms~~ shall be permitted upon the herein described property.
- (f) Trash, junk, garbage and abandoned automobiles shall be removed from any lot at the expense of the owner, if not removed by the owner within thirty (30) days of notice from the developer or his agent.
- (g) Camping on lots by an owner is allowed (not to exceed a total of 90 days per calendar year) providing it is done in a neat, orderly and safe manner so as not to create a nuisance or annoyance to the neighbors. No camping will be allowed after December 31, 1985.
- (h) All vacant lots shall be kept and maintained by their owner in a neat, orderly manner to provide for the safety of other residents of the area, and to prevent pollution by upland runoff into the adjacent bodies of water.
- (i) The renting of a unit for residential use by developer or any OWNER/PURCHASER of a lot shall not be deemed to be commercial activity in violation of the terms of this instrument.
- (j) No lot may be subdivided for resale by either the developer or any subsequent owners thereof. Recombination of lots thereby creating fewer and larger lots does not constitute a violation of this provision.
- (k) Any mobile homes, modular homes or materials used in construction ~~shall~~ may be of new,



used, or refurbished material, and all construction must be completed within a reasonable period of time. Mobile and modular homes must be brand new first-time setups, or up to five (5) years old or newer with a like-new appearance upon approval of the Board of Directors or its designated committee. All improvements to the property shall be done and maintained in a neat and orderly manner.

(l) Prior to the commencing of any and all improvements the owner must receive written confirmation of compliance of existing and proposed property improvements with these restrictive and protective covenants from the Association, which shall be obligated to respond in no less than 30 days to said request for compliance. Failure of the owner to request said confirmation shall be deemed a violation of these restrictions and a deviation from the terms hereunder as further set forth herein.

(m) These restrictions shall not be construed to prohibit the erection of a modular or mobile home upon any of the lots restricted herein – excepting those listed in Article II, Section (n) below, provided, however, that such modular or mobile home shall be required to be permanently attached to the ground on appropriate foundation facilities as approved by the Association, so that such modular or mobile home erected on the property shall be attached and fixed to and be a part of the real estate, with the foundation concealed as approved by the Association. The total minimum enclosed and heated square footage of living space of conventional, modular or mobile homes shall be 750 square feet or greater.

(n) No mobile or modular homes may be constructed on the following lots:

(i) On the following lots in the Replat of Florida Frontier, Unit 1:

<u>LOT</u>	<u>REQUIRED MINIMUM TOTAL SQUARE FOOTAGE</u>
1-39	1400 Square feet living space (enclosed and heated)
41-64	1000 Square feet living space (enclosed and heated)
65-77	1400 Square feet living space (enclosed and heated)
78-95	1000 Square feet living space (enclosed and heated)
96-126	1400 Square feet living space (enclosed and heated)
127-131	1000 Square feet living space (enclosed and heated)

(ii) Lots No. 87-91, 188-190, 194-208, and 266-229 of Silver Sand Estates, a subdivision as per the plat thereof filed at Plat Book 7, Pages 8-11, inclusive, of the public records of Clay County, Florida.

(iii) Lots No. 1, and 19-26 in Block 25; Lots No. 1, 2, 24 and 25 in Block 26; Lots 4-8 in Block 27; Lots No. 9-11 in Block 28; Lots No. 17-19 in Block 31; Lots No. 1-6 and 25 in Block 32; Lots No. 1-7, 24 and 25 in Block 33; Lots No. 1-13 in Block 34; and Lots No. 1-20 in Block 35 of Big Tree Lakes, Section "A", a subdivision as per the plat thereof filed at Plat Book 11, Pages 54-61, inclusive, of the public records of Clay County, Florida.

(iv) Lots No. 10-22 in Block 6; Lots No. 2-15, and 18-25 in Block 7; Lot 17 in Block 8; Lot 1 in Block 9; Lots No. 1-17 in Block 12; All of Blocks 13 and 14; Lots No. 1-6 in Block 18; All of Blocks 19-30, and Lots No. 1-10 in Block 31 of Big Tree Lakes, Section "B", a subdivision as per the plat thereof filed at Plat Book 12, Pages 1-9, inclusive, of the public records of Clay County, Florida.

No mobile or modular homes may be constructed on Lots 7-12, inclusive, Block 2; Lots 16-18, inclusive, Block 3; Lots 1, 16 and 17, Block 4; Lots 1 and 17, Block 5; Lots 1-9, inclusive, Block 6; and Lots 12-14, inclusive, Block 11, all of the foregoing lots being located within Big Tree Lakes, Section "C", as described more fully as follows:

All of the property described in that certain Declaration of Interpretive Data Relating to Legal Descriptions for BIG TREE LAKES, SECTION "C", Clay County, Florida, dated June 1, 1983 and filed September 13, 1983 at Official Records Book 749, Page 418 of the Public Records of Clay County, Florida. LESS AND EXCEPT Tract "A" and Tract "B" as described therein.

Modular and mobiles homes will be allowed on the following lots only in the event they are constructed with wooden or lapped siding (non-metallic in appearance) and asphalt shingles (non-metallic in appearance), or other such criteria which, in the opinion of the Developer or the Association, meets the quality and intent to fulfill this standard:

- (i) Lots No. 132-353 of Replat of Florida Frontier, Unit 1;
- (ii) All lots in Florida Frontier, Unit 2 which front on Monongahela Avenue;
- (iii) Lot No. 20, Block 19 of Florida Frontier, Unit 2;
- (iv) Lots No. 6-9, Block 23; Lots No. 1-10, Block 24; Lots No. 12 and 13, Block 25; Lots No. 3-23, Block 26; Lots No. 1-3 and 9-11, Block 27; Lots No. 1-8, Block 28; All of Blocks 29 and 30; Lots No. 1-16, Block 31; Lots No. 7-24, Block 32; Lots No. 8-14, Block 33; Lots No. 14-20, Block 34; Lots No. 21, 32 and 33, Block 35; Lots No. 1 and 7-10, Block 36; Lots No. 11 and 12, Block 37; and Lots No. 1 and 21-31, Block 38 of Big Tree Lakes, Section "A", a subdivision as per the plat thereof filed at Plat Book 11, Pages 54-61, inclusive, of the public records of Clay County, Florida.
- (v) Lots No. 7-16 in Block 8; Lots No. 1, 16-19 in Block 10; All of Block 11; Lots No. 28 through 36 in Block 12; Lot No. 1 in Block 15; Lots No. 1-4 in Block 16; Lots No. 1-8 in Block 17; Lots No. 7-12 in Block 18; Lots No. 11-18 in Block 31; and Lots No. 1-9, and 17-19 in Block 32 of Big Tree lakes, Section "B", a subdivision as per the plat thereof filed at Plat Book 12, Pages 1-9, inclusive, of the public records of Clay County, Florida.

Tracts K-1, K-2, K-3 and K-4, as described in Exhibit "A" attached hereto, are subject to the following descriptions:

1. No permanent dwelling is permitted upon any such parcel which has a ground floor area, exclusive of open porches or garages, of less than nine hundred fifty (950) square feet. No mobile homes, manufactured homes or modular homes are permitted unless they also comply with the provisions of Paragraph (2) below.
2. All mobile homes, manufactured homes and modular homes must comply



with the following additional requirements:

- A. Minimum width of 24 feet and minimum length of 40 feet (width and length measurements are exclusive of roof overhands and tongue).
- B. All units must be constructed with wooden or Masonite siding or residential siding that is non-metallic in appearance and comparable in quality and appearance to materials commonly used in construction of site built homes. In addition, roofs must be shingled with asphalt or fiberglass shingles or other materials that are commonly used in the construction of site built homes.
- C. All units must be underskirted at the time of set-up or placed on a permanent foundation.
- D. All units must be new, first time set-up and neat in appearance.

Tract "E", Tract "F" and Tract "G" of Big Tree Lakes, Section A, a subdivision as per the plat thereof, recorded in Plat Book 11, Pages 54 through 61, inclusive, in the official records of Clay County, Florida are subject to the following restrictions:

- 1. No permanent dwelling is permitted upon any such parcel which has a ground floor area, exclusive of open porches or garages, of less than seven hundred fifty (750) square feet. No mobile homes, manufactured homes or modular homes are permitted unless they also comply with the provisions of Paragraph (2) below.
- 2. All mobile homes, manufactured homes and modular homes must comply with the following additional requirements:

- A. All units must be constructed with wooden or masonite siding or residential siding that is non-metallic in appearance and comparable in quality and appearance to materials commonly used in construction of site built homes. In addition, roofs must be shingled with asphalt or fiberglass shingles or other materials that are commonly used in the construction of site built homes.

- B. All units must be underskirted at the time of set-up or placed on a permanent foundation.

- C. All units must be new, first time set-up and neat in appearance.

Tract "D", Replat of Florida Frontier, Unit One as per plat thereof recorded in Plat Book 13, Pages 54-67 of the Public Records of Clay County, Florida are subject to the following restrictions:

- 1. No permanent dwelling is permitted upon any such parcel which has a ground floor area, exclusive of open porches or garages, of less than seven

hundred fifty (750) square feet.

2. No mobile homes, manufacturer homes or modular homes are permitted.

(o) Whenever any ingress and egress from streets or roads into any lot herein shall cross any drainage swales such crossing shall be by the installation of a culvert pipe of sufficient size as determined by the Association so as not to interfere with or obstruct the flow of water in the drainage swale, as designed, engineered and approved.

(p) All driveways crossing drainage swales shall be stabilized a minimum of 20 feet in width covering any culvert pipe to be installed with a minimum of 8 inches coverage to permit ingress and egress.

(q) No lot may be utilized for the purpose of granting ingress and/or egress to lands not covered by these covenants without prior written authorization of the developer.

### **ARTICLE III – CONSTRUCTION REQUIREMENT**

~~(a) Any and all buildings constructed or erected on any lot shall be minimum of twenty (20) feet from any side lot line and fifty (50) feet from all other lot lines or bodies of water.~~

~~(b) Where lots have curved property lines, set backs shall be taken at right angles to the tangent of the curve. All other measurements shall be measured at right angle to the property line.~~

~~(c) The developer reserves the right to grant for the purpose of public utilities, an easement 10 feet in width on side lot lines and 20 feet in width on front and rear lot lines (excepting those lot lines on the water) if required by a public utility for the purpose of facilitating utility service to the subdivision.~~

**The contents of this Article have been deleted.**

### **ARTICLE IV - PROPERTY OWNER'S ASSOCIATION**

(a) The Association shall be known as the Big Tree Lakes ~~Homeowners'~~ Property Owners' Association, Inc., a non-profit corporation organized pursuant to the laws of the State of Florida.

(b) The owner of each lot shall automatically be a member of the said Association, provided, however, that where any lot is owned by more than one person, one of the said owners shall be designated to exercise all of the rights of membership on behalf of the owner of said lot.

(c) In the event the record owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the owner of said lot.

(d) Each lot owner shall be entitled to one (1) vote at every duly called meeting of the members of the Association, including one (1) vote in electing directors to serve on the Board of



Directors of the Association, provided that the owner has good title; and provided that a valid Agreement for Deed or other security instrument that may encumber the lot is kept in good standing; and further provided that the owner of the lot is in good standing with the Property Owners' Association, and the payment of all dues and assessments in connection therewith.

(e) This section has been deleted pursuant to the Sixth Supplemental Declaration of and Amendment to Restrictive and Protective Covenants recorded at Official Records Book 921, Page 88, of the public records of Clay County, Florida

(f) Notwithstanding any of the provisions herein, or provisions of the Charter, or By Laws of the Association, the Developer shall be entitled to one vote for each lot to which it retains title and which is not subject to a duly executed valid Agreement for Deed; and the Developer shall be entitled to elect all Directors and officers of the Association until March 31, 1988. This section has been deleted.

(g) The Board of Directors shall consist of no less than five (5) and not more than seven (7) Directors duly elected by majority vote of Owners of lots, ~~or the Developer~~, as provided for herein.

(h) After March 31, 1988, the Owners of said lots shall be entitled to elect a majority of the Board of Directors, and all Directors shall resign their positions at that time unless re-elected in accordance with the terms hereof, and control of the Board of Directors shall vest in the majority duly elected in accordance with the terms hereof.

#### **ARTICLE V - COVENANT FOR MAINTENANCE**

(a) Creation of the Lien and Personal Obligation of Assessment: ~~The Developer, for each lot owned within the properties hereby covered, and e~~Each owner of any lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, and (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 charges 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 shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(b) Purpose of Assessment: 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 improvements and maintenance, including but not limited to:

1. Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.
2. Lighting, improvements and beautification of access ways and easement areas, and the

acquisition, maintenance, repair and replacement or directional markers, signs and traffic control devices.

3. Management, maintenance, construction, improvement and beautification of all roads, parks, lakes, ponds, buffer strips, recreation areas and facilities.

4. Doing any other thing necessary or desirable in the judgment of the said Association to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health, or safety hazards, which in the judgment of the said Association, may be of general benefit to the owners or occupants of lands included in the development.

5. Repayment of funds and interest thereon, borrowed by the Association.

(c) Maximum Annual Assessments: Until March 31, 1985 the maximum annual assessment shall be twenty-five dollars (\$25.00) per lot per year. The first assessment billing will be payable by March 31, 1984. From and after March 31, 1985 the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a 2/3 majority vote of the membership. The Board of Directors may fix the annual assessment as an amount not in excess of the maximum. As of the recording of this Revived Declaration, the maximum annual assessments are seventy-eight dollars and thirty five cents (\$78.35) per lot per year.

(d) Special Assessments for Capital Improvements: In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, one or more special assessments 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 areas, roads, ponds, lakes, parks, buffer strips, recreational areas and facilities, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for Any Action Pursuant to Paragraphs (c) and (d) above: Written notice of any meeting called for the purpose of taking any action under Paragraphs (c) and (d) above shall be sent to all members not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60.0%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting. Any meeting of the membership of the Association which is attended by two-thirds (2/3) of the then current Board or Directors shall constitute a quorum for all purposes except for the purpose of transacting business requiring the assent of two-thirds (2/3) of the members of the Association as set forth in Paragraphs (c) and (d) above, at which meeting dealing with the matters under said Paragraphs (c) and (d) the attendance therein by any members of the Board of Directors shall not be conclusive as to the determination of a quorum, but rather, said meeting shall require the attendance of members who are voting in person or by proxy.



(f) Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis as determined by the Board of Directors.

(g) Date of Commencement of Annual Assessments: Due Dates: The first annual assessment billing shall be payable by all owners of record on March 31, 1983 and shall be due on said date, for the following year in advance.

(h) Effect of Non-Payment of Assessments: Remedies of the Association: Any assessment not paid by the due date shall bear interest from the due date at the maximum rate then permitted under Florida Law. The Association may bring an action at law against the property and its owner. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot. No interest will accrue on an annual assessment due for 2020 if paid in full by December 31, 2020.

(i) Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or 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 assessment thereafter becoming due or from the lien thereof.

(j) Foreclosure: Assessment liens may be foreclosed by the Association, its successors and assigns, in the same manner as a mortgage, and in the event foreclosure proceedings are commenced, the lot owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses, including a reasonable attorney's fee.

#### **ARTICLE VI - ASSOCIATION AREAS OF RESPONSIBILITY**

(a) It shall be the responsibility of the Association to supervise and administer all of the requirements of the protective covenants and to insure the continued maintenance and repair of all maintenance areas.

(b) It shall be the responsibility of the Association and its members to maintain and comply with the pollution control standards of a Class III body of water as established by the Department of Environmental Regulation.

(c) The Association shall be responsible for having water sampling tests made on all interior bodies of water ~~at least once every two months~~ as may be directed or required by the Department of Environmental Regulation, the results of which shall be available to the Department of Environmental Regulation.

(d) In the event the results of any such tests shall violate the standards set by the Department of Environmental Regulation for a Class III body of water (recreational water), it shall be the responsibility of the Association to take immediate steps to remedy such conditions at its cost and expense.

(e) If required by the Department of Environmental Regulation, the Property Owner's Association shall post a security deposit in the form of a letter of credit, certificate of deposit or other acceptable instrument in the sum of \$5,000 with the Department of Environmental Regulation as a guarantee for the performance of its obligations hereunder.

(f) In the event any of said funds are used either by the Association or the Department of Environmental Regulation, the Property Owner's Association will immediately replace its funds so that a revolving fund of at least \$5,000 shall be maintained for a fifteen (15) year period available for the purposes set forth above.

(g) In the event the Property Owner's Association shall fail to commence taking the necessary steps required to remedy the violation of any of the pollution standards within a period of 45 days of receipt of notice of such violation, as specified by the Department of Environmental Regulation, the Department of Environmental Regulation shall have the right to take the steps necessary to correct such conditions using the \$5,000 security deposit previously provided as a guarantee for the performance of these obligations.

(h) All areas or equipment designated maintenance areas as herein set forth shall be maintained by the Association, the cost thereof to be paid by the Association out of the annual assessments hereinabove set forth.

(i) Maintenance required by the Association shall include but not be limited to the testing and water sampling program to be established, the maintenance and care of ~~the any~~ Poli-Trol gates and equipment service thereof, planting, irrigation, mowing, fertilizing and spraying of drainage swales, settlement ponds and easements, and shall further include such other maintenance and repair as is determined to be necessary by the Association for the preservation and control of pollution thereof and safety of the inhabitants of the subdivision.

(j) Maintenance areas shall include but not be limited to ~~the two any~~ Poli-Trol gates and the operating mechanisms thereof, the drainage settlement ponds, boat launch facilities, drainage and swale areas and roads not maintained by the Road Department of Clay County or the State of Florida, and such other common areas and facilities as may be designated maintenance areas from time to time by the Association.

(k) Prior to construction of any structure on any of the lots in the subdivision, the Owner shall submit to the Property Owner's Association a plot plan showing the location of the structure to be constructed, the location of the septic tank and drain field, the location of the well and the location of any dock or wharf if the lot fronts on any body of water.

(l) ~~The Any~~ Poli-Trol gates installed in the subdivision shall be electrically operated with the costs thereof being paid by the Association. Such gates shall be operated by either a key or radio control device, limited, for security purposes, to Owners only. Said gates shall remain closed at all times except when in use for ingress and egress by an Owner.

(m) It shall be the responsibility of the Association to maintain the said gates at a level varying with the rise and fall of the waters in the lakes so that it is maintained at a level as



required to prevent pollution flowing from the inland lakes into the main body of Smith Lake, as may be directed or required by any applicable governmental agency.

(n) In the event the Department of Environmental Regulation shall determine that its standards for Class III bodies of water have been violated, ~~the any~~ Poli-Trol gates constructed at the entrance of the inland water to the main body of Smith Lake shall be kept closed until such time as corrective action has been taken and completed.

(o) In the event the Owner shall fail to maintain his lot in the required condition, the Association shall have the right to notify such Owner, and should the Owner fail to remedy the condition within ten (10) days after notification, the Association shall have the right to enter such lot and remedy said condition at the expense of the Owner without such entry constituting a trespass, and the Owner shall be liable to pay the Association the cost thereof, which shall constitute a lien in favor of the Association upon the property, which lien shall be governed and enforced in accordance with the provisions of Article V hereof.

#### **ARTICLE VII - RESTRICTION ON WATER USAGE**

(a) On all interior bodies of water, speed or boat traffic shall be limited to a maximum of five (5) MPH to prevent creation of turbidity and destruction of critical environmental areas..

(b) No boat shall be permitted upon any or the bodies or water in the subdivision, including Smith Lake, which shall be more than twenty (20) feet in length. Gasoline or diesel-powered boats are allowed only on Smith Lake.

(c) The parking or storage of boats or boat trailers upon any of the lands within the subdivision is prohibited other than upon the owner's lot.

(d) Each lot bordering on any body of water shall be permitted to construct a dock or wharf in accordance with the design approved by the Association. In no event shall any dock or wharf extend more than 20 feet into the body of water when constructed at right angles to the property line, and in no event may it be more than 20 feet long when constructed parallel to the property line. (No dock may protrude into any body of water more than 20 feet from the shoreline).

#### **ARTICLE VIII - GRADING CONTROL**

(a) All of the lots shall be graded in accordance with the grading plan approved by the Association in accordance with the design approved in the Consent Order dated December 4, 1974 in Case No. DF-792-73 before the State of Florida Department of Pollution Control in order to direct a maximum amount of the runoff into the swale areas which shall be graded to settlement ponds as set forth on the above grading plans.

#### **ARTICLE IX - SEPTIC TANKS AND WELLS**

(a) The Owner of each lot shall be permitted to construct and install a septic tank to provide sewerage facilities for the dwelling unit, which shall be constructed in accordance with requirements of the State Health Department having Jurisdiction over said area.

(b) No septic tank shall be constructed less than 100 feet from the water's edge on all lots fronting on any body or water.

(c) Any septic tank constructed upon any lot in the subdivision shall be a minimum of 100 feet from any other septic tank constructed on an adjacent lot, or as permitted by the State Health Department.

(d) Each Owner shall be permitted to construct one well in order to provide water for any dwelling unit constructed upon the property. It shall be located so as to comply with State and local Health Department Rules and Regulations.

#### **ARTICLE X – THIS ARTICLE INTENTIONALLY LEFT BLANK.**

#### **ARTICLE XI - GARBAGE AND TRASH CONTAINERS**

(a) ~~All garbage and trash containers and oil and/or gas tanks must be placed and maintained so as to conceal the containers from the view of other lots and from the street. This section has been deleted.~~

(b) No trash, waste, refuse, garbage or other similar substance may be maintained upon any lot nor dumped into any waterway in the subdivision.

(c) No trash, waste, refuse, garbage or other similar substance may be burned or disposed of by burial upon any lot in the subdivision.

#### **ARTICLE XII – ANIMALS**

(a) ~~No animals, livestock or poultry of any kind shall~~ may be raised, bred or kept on any lot, ~~except that dogs, cats, horses or household pets may be kept in a lot, provided they are not kept for breeding or maintained for any commercial purpose, and provided further that it is the responsibility of each owner to keep said pet animal(s) upon his property and to not allow them to become a nuisance or annoyance to any nearby property owners in the subdivision.~~

(b) Any owner who keeps or maintains limited livestock or poultry upon his lot other than ~~household pets~~, as set forth above, shall forthwith, upon receipt of notice from the Association, remove such livestock or poultry from the lot, ~~and in the event he fails to do so, the Association shall have the right to enter upon the lot and arrange for the removal of such livestock or poultry, and the cost of such removal shall be charged to the owner of the lot, and such costs shall become a lien attaching to the lot subject to the collection in the manner herein set forth.~~

#### **ARTICLE XIII – INSURANCE**

(a) The Association shall obtain public liability insurance in connection with the duties of the Association to supervise and administer all of the requirements of these protective covenants, insuring the Association in such amounts as the Board of Directors may determine from time to time. Premiums for the payment of such insurance shall be chargeable as an expense to be assessed against and paid by each member of the Association as provided in Article V hereof.



Each individual Owner shall be responsible for purchasing liability insurance to cover accidents occurring within or upon his lot or lots and resulting from the operation of his vehicles and boats.

(b) The Association shall obtain casualty insurance in such amounts as the Board of Directors may determine from time to time insuring the improvements for which the Association has maintenance responsibility, and premium for the payment of such insurance shall be chargeable as an expense as set forth in sub-paragraph (a) above.

(c) All Insurance policies purchased by the Association shall be for the benefit of the Association and the members of the Association as their interests may appear, and the Board of Directors of the Association or its agents shall be the agent for each and every owner for the purpose of negotiating and settling all claims against any insurance company, and, accordingly, is authorized to execute releases on behalf of the Association and each and every owner in favor of insurer after settlement.

#### **ARTICLE XIV – ENFORCEMENT**

(a) The Association shall be responsible for the enforcement of the protective covenants and restrictions contained herein and such enforcement shall be by action against any person or persons violating or attempting to violate any of said covenants or restrictions, either to restrain such violation or attempted violation or to recover damages, or by any other action permitted by law. In bringing such action, the Associations shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of the attorney or attorneys for the Association.

(b) Any Owner of a lot in the subdivision may enforce these protective covenants and restrictions in the same manner and to the same extent as may be enforced by the Association, as set forth in sub-paragraph (a) above.

#### **ARTICLE XV – DURATION**

(a) The protective covenants and restrictions contained herein are to run with the land and shall be binding upon all persons and entities described in the preamble hereof appearing before Article I and all persons or entities claiming under them for a period of twenty (20) years from the date this instrument is recorded among the Public Records of Clay Florida, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by a majority of then Owners of each lot has been or is recorded agreeing to change these covenants and restrictions in whole or in part.

(b) Invalidation of any one of these covenants by Judgment or Court order in no way shall affect any of the other provisions, which shall remain in full force and effect.

#### **ARTICLE XVI - PROPERTY SUBJECT TO THIS DECLARATION**

(a) Existing Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Revived Declaration is located in Clay County, Florida and has been hereinbefore described, which property shall also include, without limitation, that property described in Exhibit "A", which is attached hereto and by this reference made a part

hereof and incorporated herein, and any property which becomes subject to this Declaration pursuant to the provisions of this Article XVI.

(b) ~~Additions to Existing Property: Additional land may become subject to this Declaration by recordation by the Developer of additional or supplemental Declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any such subsequent or supplemental Declaration of Restrictions and Protective Covenants shall interlock all rights and obligations of members to the Association, to the end that all rights and obligations resulting to members of the Association shall be uniform as between Owners of all lands or properties covered hereby. This section has been deleted.~~

(c) General Provisions Regarding Additional Property: In the event additional property is added to the terms and provisions of this Revived Declaration of Restrictions and Protective Covenants, no such addition shall revoke or diminish the rights of the owners or the properties to the utilization of the common property as established hereunder, except to grant to the Owners of the properties being added the right to use the common properties as established hereunder.

#### **ARTICLE XVII – AMENDMENT**

(a) The Developer reserves and shall have the sole and exclusive right without notice to amend these Covenants and Restrictions for the limited purpose of curing any scrivener's error, ambiguity in or any inconsistencies between the provisions contained herein.

(b) At any time prior to March 31, 1988, these Protective Covenants may be amended by the Developer, after which time they may be amended only by a majority of the Owners of lots then covered hereby at a regular or special meeting of the Association. Notice of the proposed amendments must be given in accordance with the By-Laws of the Association.

(c) Notwithstanding the foregoing, however, the Owners may not adopt any amendment which would:

- (i) be in or cause a violation of the requirements of the consent order dated December 4, 1974 in Case No. DF-792-73 before the State of Florida Department of Pollution Control; or
- (ii) be or cause a violation of any federal, state or local statute, ordinance, rule, regulation or law; or
- (iii) reduce or diminish in any way any rights or privileges accorded or existing in favor of the Developer without the written consent thereto by the Developer, including without limitation the Developer's rights and privileges existing under Article XIV.

(d) Notwithstanding the foregoing, however, the Developer shall not amend Article IV, paragraph (h) or Article VIII, or any provision requiring at least a 2/3 vote of the Owners.

(e) A copy of the amendment shall be recorded in the Public Records or Clay County, Florida. If the amendment is made by the majority vote of the members of the Association, a certificate executed by the Secretary of the Association stating that proper notice was given and that the vote on amendment meets the requirements of this Article, shall be recorded in the Public Records of Clay County, Florida, together with said amendment.



IN WITNESS WHEREOF, the Association have caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of: BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC.,  
a Florida Corporation not for profit

(Print name \_\_\_\_\_)

By: \_\_\_\_\_  
Its: President

(Print name \_\_\_\_\_)

Attest By: \_\_\_\_\_  
Its: Secretary

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

The foregoing instrument was acknowledged before me this. \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as President for BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is [ ] personally known to me, or [ ] produced \_\_\_\_\_ as identification and who did take an oath.

(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of Florida  
At Large.  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF CLAY       )

The foregoing instrument was acknowledged before me this. \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Secretary for BIG TREE LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is [ ] personally known to me, or [ ] produced \_\_\_\_\_ as identification and who did take an oath.

(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of Florida  
At Large.  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_