

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KEATON BEACH RIDGE**

KEATON BEACH RIDGE, LLC, a Florida Limited Liability Company, hereinafter referred to as declarant, are the owners in fee simple of certain real property located in Taylor County, Florida, known by official plat designation as KEATON BEACH RIDGE, a subdivision located in Taylor County, Florida pursuant to a plat recorded in ~~Official Records~~ ^{PLAT} Book 1 at pages ~~220A+220B~~ of the public records of Taylor County, Florida and more particularly described as follows:

Lot One (1) through Lot 53, being a part of the subdivision designated as KEATON BEACH RIDGE, pursuant to the plat recorded in the ~~Official Records~~ ^{PLAT} Book 1 at Page ~~220A~~ of the public records of Taylor County, Florida. 220B

For the purpose of maintaining the roads and utilities, and enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all properties having any right, title, or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to KEATON BEACH RIDGE HOME OWNERS ASSOCIATION, Inc. its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean KEATON BEACH RIDGE, LLC [developer], its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area and portions marked "acreage".

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in the condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage, Agreement for Deed or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage, grantor for an Agreement for Deed or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

Section 11. "Surface Water System" means a Surface Water or Storm Water Management system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHT; DUTIES

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership by 26 or when the declarant causes the class B to cease.

Section 3. Duties of Association and Owners. The Association and ultimately the

Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System(s) shall be permitted or, if modified, as approved by the District.

Section 4. Transfer of Declarant rights. All rights of Declarant hereunder may be transferred by the Declarant hereunder to a successor Declarant purchasing one or more of the remaining Parcels owned by Declarant; however, no such successor shall become a successor Declarant hereunder unless a written instrument, signed by the Declarant hereunder, specifically transferring the rights of Declarant hereunder, is recorded in the Office of the Clerk of Court for Taylor County, Florida

ARTICLE III. ASSESSMENTS

Section 1. *Lein and Personal Obligation of Assessments.* Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay assessments as provided in these Covenants and Restrictions. Such assessments will be established and collected by the board of directors of the association and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. *Purpose of annual assessments.* The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas, roads, lanes and, if offered by the association, utilities for each lot within the subdivision. Annual Assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area, roads, lanes, utility lines and
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and necessary utility services for each lot, if offered, and for the common area, if needed, and
- (c) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, for the maintenance of the roads and lanes, or for the enforcement of

these restrictions, and

- (d) All things necessary for the promotion of the safety and welfare of the Owners, and
- (e) All obligations of the Association, including, but not limited to, payment of taxes, insurance, management, services, and the like, and
- (f) All expenses necessary for the administration and operation of the Association.

Section 3. *Maximum Annual Assessment.* (a) Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be TWO HUNDRED DOLLARS (\$200.00).

(b) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than TEN per cent (10%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased above TEN per cent (10%) by the vote or written assent of a majority of each class of members.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum. Only a majority vote of the members can fix the annual assessment at an amount that exceeds the maximum.

Section 4. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment 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 on the common area, roads, utility structures, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. *Special Assessments for Surface Water or Storm Water Management Systems.* The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied."

Section 6. *Notice and quorum for action authorized under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 7 nor more than 60 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person may give their assent in writing within 30 days after the date of such meeting.

Section 7. *Uniform rate of assessment.* Both annual and special assessments must be fixed at a uniform rate for all lots, **except** costs for utilities, if offered by the association, may be assessed at a rate based on the lots' use and expenditure of the utility offered.

Section 8. *Commencement and collection of annual assessment.* The annual assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least **60** days in advance of the due date thereof and shall fix the dates such amounts becoming due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid.

Section 9. *Effect of nonpayment of assessments; remedies of the association; remedies of the association.* Any assessment not paid within 14 days of its due date shall be delinquent, and shall bear interest from the due date at the rate of seven per cent (10%) per annum until paid in full, and the Association shall have the right to file a lien in the public records of Taylor County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association The association may bring an action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 10. *Subordination of Assessment lien to mortgages.* The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any 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 payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. *Exemption of Declarants.* The declarants are exempt from paying assessments to the association.

ARTICLE IV. PROPERTY RIGHTS

Section 1. *Owner's Easements and Enjoyments.* Every owner of a lot shall have a right and easement of enjoyment in and to the common area, roads, and lanes which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) the right to dedicate or transfer all or any part of the common area, roads, or lanes to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by the declarant or 2/3 of both classes agreeing to such dedication or transfer has been duly recorded.

Section 2. *Delegation of Use.* Subject to such limitations as maybe imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas, roads, lanes, and facilities to the members of his family, his guest, tenants and invitees.

Section 3. *Easements of Encroachment.* There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provide such construction, reconstruction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. *Other Easements.*

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. *Right of Entry.* The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. *No Partition.* There shall be no judicial partition of the common area, nor shall

declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose. Each home shall have a minimum of 900 square feet of heated area.

Section 2. RVs must strictly comply with all covenants herein and meet all Taylor County regulations. Only modular or mobile homes 1 year old or newer may be moved into KBR and must be set up with new skirting in place. Modular or mobile homes cannot have metallic siding, must have a minimum width of 24 ft. a minimum length of 40 ft., have a minimum eave overhang of 4 inches and cannot be elevated more than 30 inches above ground level from the lowest point under mobile home to floor level. Exterior power must run under ground to a power panel of a maximum height of 5 ft. and be screened from view. Hitches and axles must be removed from mobile homes.

Section 3. No trade, commerce or other activity which may be considered a nuisance is allowed within the subdivision; however, it is permissible to operate a home-based business provided that deliveries to the home do not exceed two deliveries from a parcel carrier (UPS, FED EX, etc.) per a day. Trade materials or inventories may not be stored upon any lot. Home-based business shall be allowed to store small inventories within the residence or enclosed structures, such as a shed, upon the lot. No advertisements or signage of any kind will be permitted on any lot for home-based businesses.

Section 4. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots.

Section 5. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage or other waste material shall be kept or permitted on

any lot or on the common area except in closed sanitary containers located in appropriate areas concealed from public view, and regularly purged so as to prevent the unnecessary accumulation of rubbish, trash, garbage or other waste material.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanent.

Section 9. All clotheslines, garbage cans, above-ground tanks, woodpiles, water pumps, and the like shall be concealed from public view by a screen, fence, or structure.

Section 10. Bedding, clothing, towels, mops, brushes, brooms, tools, rakes, and the like may not be hung or placed outside of any structure nor placed any place on a lot which would allow it to be in public view from any street or other lot.

Section 11. No structure, other than a fence, may be built within fifteen (10) feet of any boundary line of a lot.

Section 12. No receiver, transmitter or other antenna or tower which is visible from any street or adjoining lot will be permitted; however, an Owner shall not be prohibited from installing equipment necessary for a master antenna system, security system, cable television systems and mobile radio systems or other similar systems on a lot.

Section 13. Each lot owner shall maintain any improvements built upon the lot and is prohibited from allowing unsightly or dilapidated buildings or structures from being on their respective lots

Section 14. Junked, inoperable or unlicensed automobiles, trailers, boats, trucks or heavy equipment are prohibited from being parked or stored on any lot or road except in an enclosed garage. No unsightly vehicles of any type may be placed upon any lot where they are visible from an adjoining lot or any street. No tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any lot.

Section 15. Each owner shall ensure that the landscaping for his/her lot is maintained properly and presentable. The home owners association may enact rules that specifically describe how the landscaping should be maintained.

Section 16. Should Declarant elect to combine any lot or lots, the resulting lot shall be considered one Parcel for all purposes hereunder, including for the purpose of levying assessments. Likewise, should the Declarant elect to divide any lot, the resulting lots shall each be considered one Parcel for all purposes hereunder.

Section 17. No well for the production of or from which there may be produced, oil, gas or minerals shall be dug or operated upon any lot not owned by Declarant, nor shall any machinery, appliance or structure ever be placed, operated or maintained thereon in connection therewith, nor

shall there be any subsurface mining or drilling activity thereon; provided further that the prohibition against drilling activity shall not include any drilling or excavation activity associated with the installation of utilities and communication facilities and any activities associated with soil testing, construction of building foundations or master drainage control.

Section 18. The Declarant reserves the right to erect any signs in KEATON BEACH RIDGE. Signs may be erected by individual parcel owners, but are limited to name, address, and "For Sale" signs no larger than, two (2) feet by two (2) feet in size. Signs can be placed only on individual Parcels. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material

Section 19. Any grading or other land use which creates erosion runoff into streams, wetlands or other tracts is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity.

Section 20. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 21. Declarant or the transferees of the declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots for sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE VI. COMMON AREAS

Section 1. Each Owner and each tenant, agent or invitee of Owners shall have a right and easement of enjoyment in and to the Common Areas, including streets and roads, and such easement shall be appurtenant to and shall pass with the title of the Lot, subject to this Declaration, including the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities;

(b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon;

(c) The right of Declarant and the Association to grant and reserve easements and rights-of-way in, through, under, over and across the Common Area for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of Declarant to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Common Area for the completion of the development;

(d) So long as Declarant shall own any Lot, the right of Declarant to erect and maintain any utility lines and electric lines within Common Areas, or to grant any easements or rights-of-way over the Common Areas, together with the right of ingress and egress for the purpose of installing and maintaining the same; and,

(e) The rights of tenants and Owners to use the facilities on the Common Area.

Section 2. Declarant does hereby establish and create for the benefit of the Association and for the benefit of any and all Owners of Lots subject to this Declaration, their tenants, invitees and Institutional Mortgagees and does hereby give, grant and convey to each of the aforementioned, an easement for ingress and egress by vehicles or on foot, as practicable (and to connect with and use utilities and drainage lines in, through, over, under and across) to and from the Common Area streets and roads.

ARTICLE VII PRIVATE ROADS AND LANES

Section 1. The roads and lanes within the subdivision will be private and not dedicated for public use, unless dedicated at a later date in a manner specified in this declaration. The declarants shall maintain such roads and lanes, in accordance with local ordinances and state law for private roads, until the Association shall have adequate resources and members to accept the responsibilities of maintaining said roads and lanes. The association must assume this responsibility as soon as is practically possible.

Section 2. The streets, roadways, right-of-ways and other Common Areas throughout the subdivision are for the common use of the Declarant, including its heirs, successors or assigns, and owners. There shall be no access to any Lot except from designated streets and road as shown in the subdivision plat.

Section 3. All rights-of-way and access easements are private roads, however all roads are to the Taylor County Paved Road Standard. Fire, police, emergency, health, sanitation, postal service, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the streets and roads within the subdivision, as needed.

Section 4. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (10) feet in width over all side Lot lines, including lines along any road or street in KEATON BEACH RIDGE (but the same shall be subject to, and shall not be deemed to prohibit or interfere with, the Owner's ingress and egress to the Lot). In addition, the Property is subject to easements, set backs and road rights-of-way as shown on the plat recorded in the public records of Taylor County, Florida.

ARTICLE VIII. OWNER'S OBLIGATION TO REPAIR

Section 1. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII. OWNER'S OBLIGATION TO REBUILD

Section 1. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within 9 months after the damage occurs and shall be completed within 18 months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. For good cause, the association may grant an extension of time to begin and/or complete the reconstruction.

ARTICLE IX. BUILDING STANDARDS

Section 1. Any residence, building, wall, fence, decking, paving, awning, pool, storage shed, door screening or other structure or improvement of any nature may not be erected, placed, modified, altered or permitted to remain on any Lot unless the construction conforms to the KEATON BEACH RIDGE Building Standards.

Section 2. The following are "Building Standards" for KEATON BEACH RIDGE:

Clearing: The clearing of all trees is permitted. The clearing of all under brush is

permitted. There shall be no building or disturbance of any wetlands located on the property without prior approval of Suwannee River Water Management District and the Association.

Finish floor height: The finish floor elevation cannot be lower than 6 inches above the crown of the road in front of the lot or higher than 3 feet above said crown to first floor level.

Acceptable exterior materials: Exterior must be covered by a non metallic siding of a common standard to acceptable building practices. All siding material must be pre colored or painted.

Acceptable exterior colors: No exterior siding or trim colors shall be darker than a pastel or light earth tone color. All siding colors shall be pre approved by the HOA.

Slope of roof structure: All houses, modular homes or mobile homes must have a sloping roof of a minimum 3/12 pitch.

Contractor Responsibilities:

1. Contractor must have proof of insurance; to include but not limited to transportation, workman's compensation, errors and omissions and liability insurance of no less than \$500,000.00 dollars.
2. Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
3. Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
4. The Association reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
5. Building materials cannot be placed within road rights of way or utility easements.
6. Contractor must assume liability for all construction vehicles that enter KEATON BEACH RIDGE en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 10 yards per truck.
7. Contractor is responsible for actions of any/all subcontractors.
8. Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.
9. Lot Owner and Contractor shall be jointly and severally liable to the HOA for any damage caused to the subdivision or infrastructure within the subdivision.

ARTICLE IX. RESTRICTIONS AS TO WETLANDS

Section 1. The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereafter "SRWMD"). No activity of any type shall

be conducted within any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to (1) constructing or placing buildings roads, signs, billboards or other advertising, utilities or other structures on or above any area described as wetland (as defined in 373.019(22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE; (2) Dumping or placing soil or other substances or material as land fill or dumping or placing or trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019 (22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE; (3) Removing or destroying any trees, shrubs or other vegetation on or above any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE; (4) Excavating, dredging or removing loam, peat, gravel, soil rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Fla. Stat.(2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as wetland (as defined in 373.019(22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE; and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2007) and other related definitions set forth in 40B-400.021, F.A.C. (2007)) on the Subdivision Plat for KEATON BEACH RIDGE.

Section 2. In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action on any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorneys' fee and cost

ARTICLE X. ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Additional residential property and common area may be annexed to the subdivision with the consent the declarant or 2/3 of each class.

ARTICLE XI. GENERAL PROVISIONS

Section 1. *Enforcement.* Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. The prevailing party in any enforcement action shall be entitled to attorney fees. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Suwannee River Management District shall have the right to enforce, by a proceeding at law or in equity,

the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the district bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorneys' fees and costs incurred by the District in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Taylor County, Florida for any such attorneys' fees and costs awarded to the District by any court or administrative body

Section 2. *Severability*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. *Amendments*. The Declarant may waive, amend or modify any of the provisions of this Declaration in its sole discretion, without the joiner of any other party, until the last Parcel owned by the Declarant has been sold. This Declaration may also be amended at any time by the affirmative agreement signed by Parcel Owners to which at least seventy percent (70.0%) of the votes in the Association are allocated, provided, however, that no such amendment shall be effective without the approval of Declarant, for so long as Declarant owns any Parcel. Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Section 4. *Subordination*. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. *Duration*. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof until January 1, 2030. Thereafter, they shall be automatically extended for additional periods of 10 years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

WITNESSES:

[Signature]

[Signature]

Valerie S. Bedford

TERRY L. TURNER as Trustee of the
Terry L. Turner Revocable Trust U/T/A
dated June 2, 2000, Managing Member of
Keaton Beach Ridge, LLC

[Signature]
TERRY L. Turner as President of Keaton Beach
Ridge Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the undersigned authority, the foregoing instrument was acknowledged on
this 5th day of June by TERRY L. TURNER
who is personally known or who have produced _____ as
identification, and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this date

[Signature]
Print Name: O. M. HOWARD, III

NOTARY PUBLIC
State of Florida

My Commission expires:



Prepared by and Return To:

Merideth Nagel, Esq.
1201 W Hwy 50
Clermont, FL 34711
(352) 394-7408

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEATON BEACH RIDGE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Keaton Beach Ridge, as platted and recorded in the Public Records of Taylor County, Florida, known by official plat designation as Keaton Beach Ridge, a subdivision in Taylor County, Florida, pursuant to a plat recorded in Plat Book 1, Pages 220A and 220B of the public records of Taylor County, Florida, is made on this 21st day of December, 2021, by Keaton Beach Ridge, LLC, hereinafter "Declarant" with full power and authority to protect, conserve, sell, lease, encumber or otherwise dispose of the real property herein described. This First Amendment amends the prior Covenants, Conditions and Restrictions for Keaton Beach Ridge, recorded in the Public Records of Taylor County, Florida, at Official Records Book 639, Pages 860-874 (the "CCRs").

WITNESSETH:

- A. The Declarant is the Developer of property located in Taylor County, Florida, known as Keaton Beach Ridge, the plat of which is attached hereto as Exhibit A (the "Property");
- B. In order to ensure the orderly and favorable development of the Property, the Declarant desires to amend the previously recorded CCRs, as recorded as described above.

NOW THEREFORE, Declarant hereby makes and declares the following amendments to the CCRs:

1. **Article I Section 4** is amended to add the following bolded phrase:

with the exception of the common area and portions marked "acreage," **or any future parcel deeded to the Homeowners Association.**
2. **Article I** is amended to add the following paragraph, to be labeled as **Section 12:**

Section 12. "Dwelling Unit" shall mean a single-family stick-built home, modular home, park model, or recreational vehicle, as those terms are defined and used in the Taylor County Code of Ordinances (2021 version) but shall exclude mobile or manufactured homes.

3. **Article III Section 3 subsections (a) – (d)** are hereby deleted in their entirety and replaced as follows:
 - (a) Until January 1, 2023, the annual assessment shall be \$500.
 - (b) Thereafter, the dues may be increased by no more than 10% per annum by the Board of Directors. Any increase in excess of 10% per annum shall require a majority vote of lot owners.

4. **Article III** is further amended to add **Section 12**, as follows:

Section 12. *Exemption of Certain Lot Owners.* The owners of Lots 26 and 39 are exempted from the obligation to pay all assessments described herein. This exemption from all assessments shall be perpetual and inure to the benefit of the heirs, successors and assigns of said owners.

5. **Article III** is hereby further amended to replace the previous **Section 2 (b)**, which is hereby deleted in its entirety and replaced with the following paragraph:
 - (b) Common area water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary common area utility services, if needed, and

6. **Article IV Section 4** entitled “Other Easements” is hereby amended to make clear that planting and fencing are allowed within the utility and drainage easements.

7. **Article V** is amended to replace the previous **Section 1**, which is hereby deleted in its entirety and replaced with the following paragraph:

Section 1. Each lot shall be used for one dwelling unit, as that term is previously defined herein, except that lots greater than ½ acre may have additional dwelling units as allowed by the Taylor County Code of Ordinances.

8. **Article V** is further amended to delete the previous **Section 2**, which is hereby replaced with the following paragraph:

Section 2. All dwelling units, as that term is previously defined herein, shall meet the minimum standards set by Taylor County in its Code of Ordinances, unless a more restrictive standard is provided herein.

9. **Article V** is further amended to replace the previous **Section 8**, which is hereby deleted in its entirety and replaced with the following paragraph:

Section 8. No outbuilding, tent, shack, garage, shed or temporary building of any kind shall be used as a permanent residence.

10. **Article V** is further amended to delete **Sections 9** and **10** in their entirety.

11. **Article V** is further amended to replace the previous **Section 11**, which is hereby deleted in its entirety, with the following paragraph:

Section 11. No structure, other than a fence, may be built so as to encroach on any setback provided on the Plat.

12. **Article V** is further amended to replace **Section 15**, which is hereby deleted in its entirety and replaced with the following paragraph:

Section 15. Each owner shall ensure that his/her lot is maintained properly and presentably.

13. **Article V** is further amended to replace **Section 21**, which is hereby deleted in its entirety and replaced with the following paragraph:

Section 21. Declarant or transferees of the Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental or other disposition of dwelling units is essential to the establishment of the subdivision. In order that such work may be completed, and the subdivision be established and occupied as soon as possible, nothing in this declaration shall be understood or construed to:...

14. **Article V** is further amended to add **Section 22**, which is as follows:

Section 22. All septic tanks shall be located at the rear of the lot, and all wells shall be located on the front of the lot.

15. **Article VII Section 4** is amended and replaced with the following:

Section 4. The Property is subject to easements, setbacks and road rights-of-way as show on the plat recorded in the Public Records of Taylor County, Florida.

16. **Article VIII, Owner's Obligation to Repair** and **Article VIII, Owner's Obligation to Rebuild**, are both hereby deleted.

17. **Article IX (now renumbered as Article VIII)** is amended to include a clarifying clause at the end of **Section 1**, as follows:

Section 1. remain on any lot unless the construction conforms to the Keaton Ridge Building Standards, which shall not apply to Recreational Vehicles or Park Models.

18. **Article IX (now renumbered as Article VIII), Section 2** is hereby further amended to remove the subsections titled "Acceptable exterior colors."

19. **Article IX (now renumbered as Article VIII), Section 2** "Finish floor height" is hereby further amended to be replaced with the following:

Finish floor height: Finish floor elevations must meet Taylor County building standards.

20. **Article IX (now renumbered as Article VIII), Section 2** "Slope of roof structure" is hereby further amended to be replaced with the following:

Slope of roof structure: All houses and modular homes must have a roof slope that meets Taylor County building standards.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Keaton Beach Ridge this 17th day of December 2021.

Lisa Tennant
Witness (as to both signatures)

Terry L. Turner
Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC

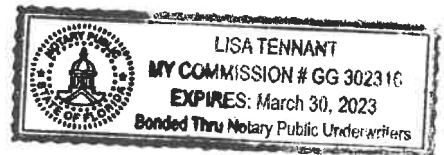
Robert T. [Signature]
Witness (as to both signatures)

Terry L. Turner
Terry L. Turner as President of Keaton Beach Ridge Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the foregoing instrument was acknowledge on this 17th day of December 2021, by Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC, a Florida limited liability company and as President of the Keaton Beach Ridge Homeowners Association, Inc., who appeared before me personally, and who is _____ personally known or who has presented _____ as identification, and who did take an oath.

Lisa Tennant
Notary Public, State of Florida



CONSENTED AND AGREED TO BY:

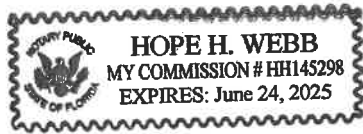
Elizabeth Anne Ryan
Elizabeth Anne Ryan (owner of Lot 26)

Kyle King
Witness (as to both signatures)

Kevin Blain Ryan
Kevin Blain Ryan (owner of Lot 26)

[Signature]
Witness (as to both signatures)

BEFORE ME the foregoing instrument was acknowledge on this 21st day of December 2021, by Elizabeth Anne Ryan and Kevin ~~Blain~~ Ryan, who appeared before me personally, and who are X personally known or who have presented [Signature] as identification, and who did take an oath.



Hope Webb
Notary Public, State of Florida

Robert Paul Millard (owner of Lot 39)

Witness (as to both signatures)

Witness (as to both signatures)

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the foregoing instrument was acknowledge on this _____ day of December 2021, by Robert Paul Millard, who appeared before me personally, and who is _____ personally known or who has presented _____ as identification, and who did take an oath.

Notary Public, State of Florida

CONSENTED AND AGREED TO BY:

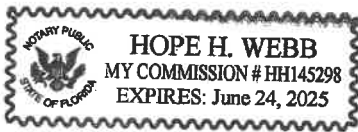
Elizabeth Anne Ryan (owner of Lot 26)

Witness (as to both signatures)


Kevin Blain Ryan (owner of Lot 26)

Witness (as to both signatures)

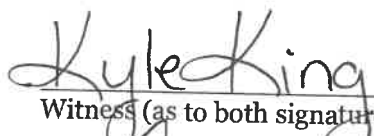
BEFORE ME the foregoing instrument was acknowledge on this _____ day of December 2021, by Elizabeth Anne Ryan and Kevin Blair Ryan, who appeared before me personally, and who are _____ personally known or who have presented _____ as identification, and who did take an oath.



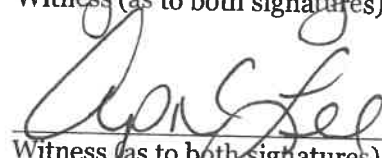
Notary Public, State of Florida



Robert Paul Millard (owner of Lot 39)



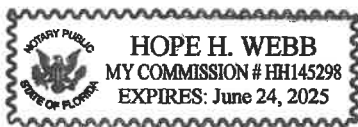
Witness (as to both signatures)

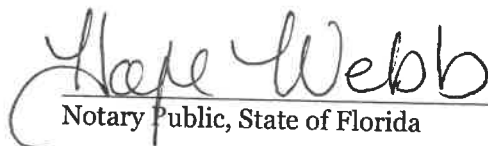


Witness (as to both signatures)

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the foregoing instrument was acknowledge on this 21st day of December 2021, by Robert Paul Millard, who appeared before me personally, and who is X personally known or who has presented _____ as identification, and who did take an oath.





Notary Public, State of Florida

Recording Fee: \$44.00

Prepared by and Return To:

Merideth Nagel, Esq.
1201 W Hwy 50
Clermont, FL 34711
(352) 394-7408

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR KEATON BEACH RIDGE**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Keaton Beach Ridge, as platted and recorded in the Public Records of Taylor County, Florida, known by official plat designation as Keaton Beach Ridge, a subdivision in Taylor County, Florida, pursuant to a plat recorded in Plat Book 1, Pages 220A and 220B of the public records of Taylor County, Florida, is made on this 4th day of February, 2022, by Keaton Beach Ridge, LLC, hereinafter "Declarant," Gulf Mist Landing, LLC, and the individuals named below, with full power and authority to protect, conserve, sell, lease, encumber or otherwise dispose of the real property herein described. This Second Amendment amends the prior Covenants, Conditions and Restrictions for Keaton Beach Ridge, recorded in the Public Records of Taylor County, Florida, at Official Records Book 639, Pages 860-874 (the "CCRs").

WITNESSETH:

- A. The Declarant is the Developer of property located in Taylor County, Florida, known as Keaton Beach Ridge, the plat of which is attached hereto as Exhibit A (the "Property");
- B. The other parties signed hereto are the other current owners of property located in Keaton Beach Ridge.
- C. In order to ensure the orderly and favorable development of the Property, the parties desire to amend the previously recorded CCRs, as recorded as described above.

NOW THEREFORE, the parties hereby make and declare the following amendments to the CCRs:

7. **Article V** is amended to replace the previous **Section 1**, which is hereby deleted in its entirety and replaced with the following paragraph:

Section 1. Each lot shall be used for no more than the number of dwelling units, as that term is previously defined herein, as allowed by the Taylor County Code of Ordinances.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Keaton Beach Ridge, LLC this 17th day of February, 2022.

Lisa Tennant
Witness (as to both signatures)

[Signature]
Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC

[Signature]
Witness (as to both signatures)

[Signature]
Terry L. Turner as President of Keaton Beach Ridge Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF Putnam ^{FL}

BEFORE ME the foregoing instrument was acknowledge on this 17th day of February, 2022, by Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC, a Florida limited liability company and as President of the Keaton Beach Ridge Homeowners Association, Inc., who appeared before me personally, and who is x personally known or who has presented as identification, and who did take an oath.



Lisa Tennant
Notary Public, State of Florida

CONSENTED AND AGREED TO BY:

Witness

Gulf Mist Landing, LLC
By: Joseph T. Clayton, Jr.
Its: Manager

Witness

BEFORE ME the foregoing instrument was acknowledge on this _____ day of February 2022, by Joseph T. Clayton, Jr., Manager of Gulf Mist Landing, LLC, a Florida limited liability company appeared before me personally, and who is _____ personally known or who has presented _____ as identification, and who did take an oath.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Keaton Beach Ridge, LLC this _____ day of February, 2022.

Witness (as to both signatures)

Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC

Witness (as to both signatures)

Terry L. Turner as President of Keaton Beach Ridge Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF TAYLOR

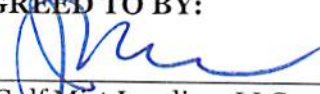
BEFORE ME the foregoing instrument was acknowledge on this _____ day of February, 2022, by Terry L. Turner, as Trustee of the Terry L. Turner Revocable Trust U/T/A dated June 2, 2000, Managing Member of Keaton Beach Ridge, LLC, a Florida limited liability company and as President of the Keaton Beach Ridge Homeowners Association, Inc., who appeared before me personally, and who is _____ personally known or who has presented _____ as identification, and who did take an oath.

Notary Public, State of Florida

CONSENTED AND AGREED TO BY:



Witness



Gulf Mist Landing, LLC

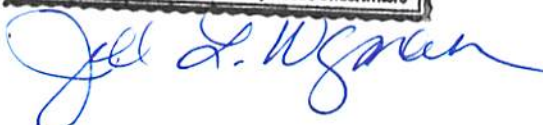
By: Joseph T. Clayton, Jr.
Its: Manager



Witness

BEFORE ME the foregoing instrument was acknowledge on this 11 day of February 2022, by Joseph T. Clayton, Jr., Manager of Gulf Mist Landing, LLC, a Florida limited liability company appeared before me personally, and who is ✓ personally known or who has presented _____ as identification, and who did take an oath.





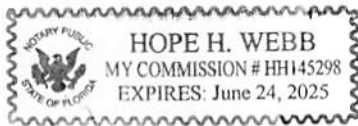
Elizabeth A. Ryan
Elizabeth Anne Ryan (owner of Lot 26)

[Signature]
Witness (as to both signatures)

Kevin B. Ryan
Kevin Blain Ryan (owner of Lot 26)

[Signature]
Witness (as to both signatures)

BEFORE ME the foregoing instrument was acknowledge on this 4th day of February 2022, by Elizabeth Anne Ryan and Kevin Blair Ryan, who appeared before me personally, and who are X personally known or who have presented _____ as identification, and who did take an oath.



Hope Webb
Notary Public, State of Florida

Robert Paul Millard (owner of Lot 39)

Witness (as to both signatures)

Witness (as to both signatures)

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the foregoing instrument was acknowledge on this _____ day of February 2022, by Robert Paul Millard, who appeared before me personally, and who is _____ personally known or who has presented _____ as identification, and who did take an oath.

Notary Public, State of Florida

Elizabeth Anne Ryan (owner of Lot 26)

X


Witness (as to both signatures)

Kevin Blain Ryan (owner of Lot 26)

Witness (as to both signatures)

BEFORE ME the foregoing instrument was acknowledge on this _____ day of February 2022, by Elizabeth Anne Ryan and Kevin Blair Ryan, who appeared before me personally, and who are _____ personally known or who have presented _____ as identification, and who did take an oath.


Notary Public, State of Florida



Robert Paul Millard (owner of Lot 39)

X 

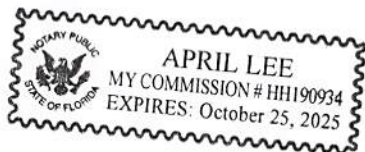
Witness (as to both signatures)

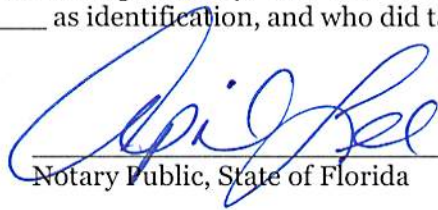


Witness (as to both signatures)

STATE OF FLORIDA
COUNTY OF TAYLOR

BEFORE ME the foregoing instrument was acknowledge on this 4th day of February 2022, by Robert Paul Millard, who appeared before me personally, and who is X personally known or who has presented _____ as identification, and who did take an oath.





Notary Public, State of Florida