

Inst: 202012016680 Date: 10/13/2020 Time: 1:51PM
Page 1 of 5 B: 1421 P: 1508, James M Swisher Jr, Clerk of Court
Columbia, County, By: KV
Deputy Clerk

AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
EASTSIDE VILLAGE SUBDIVISION UNITS 1-6

This Declaration dated this 13th day of October, 2020 made by Eastside Village Homeowners Association, Inc. (Herein "Association").

WITNESSETH:

WHEREAS, ownership of Association has been turned over by Kirby D. Morgan and Dorothy J. Morgan (Herein "Developer") to the membership.

WHEREAS, Association desires to amend the Declaration of Restrictions and Protective Covenants for Eastside Village Subdivision Units 1-6 as recorded in Columbia County Public Records Book 886, Page 1824 (Herein "Declaration").

NOW THEREFORE, Association having approved and adopted this amendment of the Declaration by two thirds (2/3) of the Lots as prescribed by the Declaration, each and every lot subject to the Declaration shall be owned, used, transferred, conveyed, and occupied, subject to the covenants and restrictions set forth (Herein "Protective Covenants") as follows:

1. **OWNER OCCUPIED RESIDENTIAL USE:** The lots shall be used for owner occupied residential purposes only, and no business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes. No portion of any residential structure on a lot may be rented, leased, or sub-leased. Any such rental in existence at the time of recording of this provision shall not be considered a violation of this Protective Covenant; however such exemption from violation shall cease upon sale, transfer, or conveyance of any kind of ownership of the lot where the rental took place. Any Duplex or multi-unit dwelling unit which has already been constructed upon any lot at the time of recording this Protective Covenant shall not be subject to the rental prohibition set forth in this section.
2. **SIZE AND TYPE OF DWELLING:** No permanent dwelling shall be permitted on any lot which has less than seven hundred (700) square feet living space, exclusive of open porches, garages, or carports. Residences constructed upon lots shall be single unit residences, wherein the construction of Duplex or other multi-unit dwelling units is prohibited. Any Duplex or other multi-unit dwelling unit which has already been constructed upon any lot at the time of recording of this Protective Covenant shall not be considered a violation of this provision.

3. **SETBACKS:** All buildings will be set back at least twenty-five (25) feet from the front lot line; fifteen (15) feet from the rear lot line; and five (5) feet from the interior side lot lines. If a residential building is erected on more than one (1) Lot, the setback restrictions referred to herein shall apply only to the extreme sidelines of the combined Lots.
4. **NUMBER OF DWELLINGS:** No more than one (1) residential dwelling shall be allowed on each lot. Detached utility buildings, garages, pump houses, or storage buildings located on a lot shall conform to the setback lines in paragraph 3 hereof, shall be placed behind the rear building line of the residential dwelling, and shall be the same color as the residential dwelling on the Lot.
5. **TRAVEL TRAILERS:** No travel trailers, camper, or tent shall be used as a permanent dwelling on any lot, except that Association may give written consent to a travel trailer or camper being used as a temporary dwelling while permanent dwelling is under construction.
6. **PETS AND LIVESTOCK:** No lots shall be used for commercial pet or livestock breeding or raising. Small household pets are permitted, provided they are kept under the control of the occupant at all times, and in accordance with the rules and regulations from time to time established as herein otherwise provided. Permitted pets shall not be obnoxious, cause odors, or constitute a nuisance.
7. **NUISANCE:** No lot shall be used for any activity which is an annoyance or nuisance. No immoral, improper, or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof.
8. **PROPERTY MAINTANENCE:** All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No Lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health, and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of brush, weeds, trash, and other material which would constitute a fire hazard or render the lot unsightly. If the owner fails to remove any trash, junk, or otherwise maintain his property after thirty (30) days written notice from Association, Association shall have the right to remove any such trash or clean up the lot at the expense of the owner.
9. **TERM:** There Protective Covenants run with the title to lots in all the Development, and are binding upon Developer and all persons claiming by, through, or under Developer until DECEMBER 31, 2006, at which time they shall be automatically extended for

successive periods of ten (10) years unless, two-thirds (2/3) of the then owners of the lots, agree to change or modify them. Any change, modification, or amendment shall be in writing. These protective covenants and restrictions may be rescinded only upon unanimous consent (100%) of the then owners of the lots.

10. VIOLATION: The violation of these Protective Covenants shall grant the Association or any owner, in addition to all other remedies, the right to bring legal action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including a reasonable attorney's fees to the prevailing party's attorney, shall be paid by the owner found to be in violation.
11. AMENDMENT, RELEASE, AND WAIVER: This Declaration may be amended at any time to change or alter any of the Protective Covenants by written amendment approved by the then owners of not less than two-thirds (2/3) of the lots. This Declaration may be rescinded only upon unanimous consent (100%) of the then owners of the lots.
12. OWNERS ASSOCIATION: Developer (or Developer's processor in title) has cause to be organized under the laws of the State of Florida, a non-profit corporation known as "Eastside Village Homeowners Association, Inc." Developer may transfer to Association title to certain private roads located within the Development, as more particularly identified on the plat of the Development, and in addition will transfer to Association, all of Developer's rights, title, and obligations with respect to the maintenance of the surface water management system serving the Development, for the purpose of maintenance, repair, and upkeep of said roads, and surface water management system. For purposes hereof, the term "surface water management system" includes, but without limitation all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the owners in common, and such other portion of the surface water management system as may be from time to time designated by Suwannee River Management District ("District"). Upon conveyance of title to the roads and surface water management system, Association shall succeed to the rights and obligations of Developer with respect to the repair, maintenance, and upkeep of said roads and surface water management system, and shall maintain the same either as private roads or as a surface water management system pursuant to such permits as may be from time to time issued by the District, all for the benefit of Developer and other owners of lots within the development. Association shall have the right to dedicate and transfer to the appropriate unit of government or any other approved entity the portions of the surface water management system as may be approved by the district for transfer.

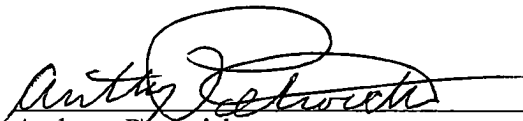
13. **PRIVATE ROADS, MAINTANENCE, AND ASSESSMENT:** Each owner of a lot within Development shall, as appurtenance to ownership of such lot, have membership in the Association, subject to the Articles of Incorporation and Bylaws thereof, and the rights of membership in the Association shall be deemed to run with the title of each such lot. Pursuant to the provision of the Articles of Incorporation and Bylaws of the Association, each lot Owner is required to pay assessments for the maintenance of the private roads, surface water management system, and other operating expenses of the Association. Upon default in payment of such assessment, the Association has the right to file a lien upon the lot of such defaulting owner to enforce payment of such assessments including the right to foreclose such lien and recover costs, including attorney fees. Reference is hereby made to the Articles of Incorporation and Bylaws of the Association for further terms, conditions, and covenants pertaining to the assessing and collection of such assessments and the enforcement of such liens.
14. **RULES AND REGULATIONS:** The Association shall have authority to adopt reasonable rules and regulations not inconsistent with these Protective Covenants relating to the use, occupancy, and maintenance of the Development, including but not limited to, rules and regulations pertaining to: maintenance and use of recreational or other common facilities including the surface water management system owned, maintained, or managed by the Association; utility services including water, sewage disposal, waste disposal, electric power, natural gas, and other utilities used or consumed in the Development; maintenance and appearances of lots and improvements, limitations upon exterior buildings, clothes lines and related matters, and rules and regulations pertaining to maintaining of household pets on lots; limitations upon commercial peddling and solicitation; regulations, all for the safety, comfort, and welfare of owners of the lots. All persons are hereby given notice of the authority of the Association to adopt such rules and regulations and to amend modify and change the same from time to time in accordance with the Articles of Incorporation and Bylaws of the Association. Each Owner by acquiring title to a lot in the Development acknowledges and agrees to be bound by such rules and regulations.
15. **LIMITATIONS REGARDING SURFACE WATER MANGEMENT SYSTEM:** Any provisions hereof, or of the Articles of Incorporation or Bylaws of the Association, to the contrary notwithstanding, neither Developer, any other owners, nor the Association shall have any right to amend, modify, or otherwise change any of the provisions hereof in any manner which would affect the surface water management system without prior written consent of the District.

16. INVALIDATION: Invalidation of any one of the restrictions in this declaration, by judgment or court order, shall not affect any of the other restrictions, which shall remain in full force and effect.

17. EFFECTIVE DATE: This declaration shall become effective upon its recordation in the public records of Columbia County, Florida.

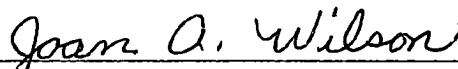
IN WITNESS WHEREOF, the members of Eastside Village Homeowners Association, Inc. have approved the foregoing amendment after establishment of a Quorum and passing of the vote in favor of amendment in accordance with the requirements established by Florida Statute, the Bylaws, Articles of Incorporation, and The Declaration of Protective Covenants for Eastside Village Homeowners Association, Inc.

EASTSIDE VILLAGE HOMEOWNERS
ASSOCIATION, INC.


Anthony Petrovich
As President of the Board of Directors

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me on this 13th day of October, 2020 by means of ☒ physical presence or ☐ online notarization by Anthony Petrovich who ☒ is personally known or ☐ has produced _____ as identification.


Notary Public
My Commission Expires: 9/27/2024



JOAN A. WILSON
Commission # HH 004214
Expires September 27, 2024
Bonded Thru Budget Notary Services