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R-69.50

UNOFFICIAL COPY
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
OTTER CREEK
(an unrecorded subdivision)
**

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR OTTER CREEK
("Declaration") is made this 8th day of September, 2005, by FL LAND PARTNERS, LLC, a Delaware limited liability company, whose address is 7208 Sand Lake Road, Suite 304, Orlando, FL 32819 ("Declarant").

RECITALS

A. The Declarant is the owner of fee simple title to that certain real property more specifically described in Article II ("**Property**").

B. In order to preserve and enhance the value of dwelling units and other structures to be built on the Property and to promote the welfare of their owners and occupants, the Declarant desires to submit the Property to this Declaration.

NOW, THEREFORE, the Declarant declares that the Property, together with such additions thereto as are hereafter annexed pursuant to Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, servitudes, easements, charges and liens set forth below.

ARTICLE I
DEFINITIONS

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

1.1. "Declarant" shall mean and refer to FL Land Partners, LLC, a Delaware limited liability company, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Property and is designated as such by Declarant. The declarant may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Declarant as to those rights that may have been assigned to them.

1.2. "Lot" shall mean and refer to any lot, parcel or tract that may be created or conveyed from any portion of the Property by way of a metes and bounds survey.

1.3. "Otter Creek Roads" shall mean and refer to the easements for ingress, egress, drainage and utilities known as "Live Oak Lane" and "Birds Nest Lane" consistent with the requirements and limitations of this Declaration. The Otter Creek Roads are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference

1.4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the

fee simple title to any Lot.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Levy County, Florida, and is more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference.

2.2 Declarant's Right to Add Additional Property to or Withdraw Property. Declarant shall have the right, in its sole discretion, to add additional property or withdraw any Property not previously conveyed by Declarant, to or from this Declaration, as the case may be. Upon addition of any property, the owners of such additional property shall be and become subject to this Declaration and such real property shall be included within the definition of "Property" for all purposes of this Declaration. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Levy County, Florida, of a supplemental declaration with respect to the lands to be added or withdrawn.

ARTICLE III MAINTENANCE OBLIGATIONS

3.1 Otter Creek Roads Maintenance. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Owners of Lots abutting each Otter Creek Road (Road Owner), shall be equally responsible for the cost of maintenance, repair, replacement, management, operation and control of their particular Otter Creek Road and shall keep their particular Otter Creek Road in good, clean, attractive and sanitary condition, order and repair, and in compliance with any applicable governmental rules or regulations. Owners of Lots 1, 2, 3, 4, 5 and 21 shall share in the hereinabove stated responsibilities for Live Oak Lane. Owners of Lots 10, 11, 12, 13, 14, 15 and 16 shall share in the hereinabove stated responsibilities for Birds Nest Lane. Upon any further subdivision of Lots adjacent to the Otter Creek Roads, the Owners of the resulting new Lots shall thereafter share equally in the responsibilities pertaining to the particular Otter Creek Road to be utilized. No Road Owner may avoid that Owner's responsibility by the nonuse of an Otter Creek Road.

3.2 Lot Maintenance. The maintenance of any Lot, and any improvements thereon, shall be the sole responsibility of the Lot Owner.

ARTICLE IV EASEMENTS

4.1 Access Easements. Declarant hereby grants, declares, creates and reserves to itself and to all Road Owners as an appurtenance to the ownership of Lots, subject to this Declaration, (i) a perpetual, non-exclusive easement for ingress and egress over, across and through the Otter Creek Roads more particularly described in Exhibit "A" and (ii) a perpetual, non-exclusive easement for utilities servicing the Lots, which utility easement shall also run in favor of any private company, public or private utility or governmental authority providing utility services within the Property, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities, over, across, under and upon the Otter Creek Roads. Owners hereby acknowledge and accept that Levy County is not responsible in any fashion for the construction, acceptance, or maintenance of the Otter Creek Roads depicted on Exhibit "A".

4.2 Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Otter Creek Roads, however, no assurances can be made as to the prompt, timely arrival of public safety vehicles or the prompt, timely delivery of public safety services.

4.3 Appurtenant Easement. There shall be reciprocal appurtenant easements of encroachment as between each Lot and the Otter Creek Road adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements installed by utility companies or governmental entities or the Declarant, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Otter Creek Roads or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Bk# 972 P# 399

4.4 Reciprocal Driveway Easements and Driveway Connections. At the common boundary corner between lots 7 and 8, lots 17 and 18 and Levy County Road No. 336, there shall be deemed to be reciprocal access easements lying 15 feet on either side of and contiguous to the common boundary line extending 50 feet southwesterly to provide for the common use of the driveway, culvert and highway access. Each lot owner shall be responsible for maintenance of that owner's shared driveway and no lot owner shall block or obstruct their shared driveway within the reciprocal driveway easement described above, so as to prevent the full and unrestricted use by the other lot sharing the connection. No Owner shall relocate the existing culvert and road connection or create additional connections without the consent of Levy County.

ARTICLE V GENERAL RESTRICTIVE COVENANTS

5.1 Land Use and Lot Size. No Lot shall be used except for bona fide residential and agricultural purposes, as set forth in Levy County Land Development Regulations; provided, however, that no Lot or portion thereof shall be used for purposes of operating any of the following: pig farm, poultry farm, production or land application of bio-solids and waste products or landfill. Horses and ponies are expressly permitted on the Property. All Owners shall apply for all required permits and follow all applicable building regulations for Levy County, Florida. Individual septic systems will be required and must be constructed in strict compliance with local building, zoning and health regulations. Declarant makes no representations or warranties as to the further subdivision of any lot within the Property. Any further subdivision or resubdivision must comply with the requirements of Levy County, Florida, and any specific subdivision or zoning approvals thereunder. If any resubdivision occurs, all provisions of this Declaration shall apply to each such resubdivided lot to the same extent as if it had been a Lot originally.

5.2 Temporary Structures/Mobile Homes. No mobile homes, manufactured housing, doublewides, modular units, shall be constructed on or placed on any Lot. Travel trailers, campers, and other recreational vehicles may be used and kept on the Lot so long as they remain hidden from the view at all times from the public roadways and the Otter Creek Roads. This shall not preclude the construction of homes consisting of packaged components that are delivered and assembled on-site such as log cabins or post and beam homes.

5.3 Mining Operations/Excavating. No mining, quarrying, drilling, or other means of extracting minerals of any kind whatsoever shall occur upon any Lot and no Owner shall consent to such action by others.

5.4 Nuisance, Illegal Use or Unsightly Conditions. No Owner, their family members or guests, invitees, licensees, employees, or agents, shall make use of any Lot in a manner which violates any laws, ordinances, or regulations of any governmental authority having jurisdiction over the Property. All exotic and/or nuisance vegetation, rubbish, debris, junk vehicles, or unsightly materials or objects of any kind shall be removed from the Lots, and shall not be allowed to accumulate thereon. All Lots, including improvements, shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist.

ARTICLE VI DECLARANT'S RIGHTS

6.1 Sales Activity. Notwithstanding any provision herein to the Contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Property, the Owners shall not interfere with the completion of the contemplated improvements and the sale of Lots.

6.2 Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Declarant, and such deposit shall be refunded at some time in the future, then the Declarant shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Declarant be refunded by a utility company or governmental authority at some time in the future, then the Declarant shall be entitled to receipt of the refunded funds.

6.3 Declarant's Right to Use Otter Creek Roads. Declarant shall have the right from time to time to enter upon the Otter Creek Roads during periods of construction. The Declarant shall have the right to grant an easement over the Otter Creek Roads in favor of any governmental authority or utility company, without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

Bk# 972 Pg# 400

**ARTICLE VII
GENERAL PROVISIONS**

7.1 **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 Declarant or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots and an instrument signed by the then Mortgagees of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

7.2 **Notice.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy, or sent by overnight courier, to the last known address of the person who appears as an Owner on the records of the Property Appraiser for Levy County, Florida.

7.3 **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Declarant or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to reasonable attorney's fees and the costs of such action at the trial and appellate levels.

7.4 **Severability.** Invalidity 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.

7.5 **Amendment.** For so long as the Declarant owns a Lot in the Property, the Declarant may unilaterally amend this Declaration. At such time as the Declarant no longer has right to amend this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing two-thirds of the total lots within the Property. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Levy County, Florida. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

7.6 **Effective Date.** This Declaration shall become effective upon its recordation in the Levy County Public Records.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

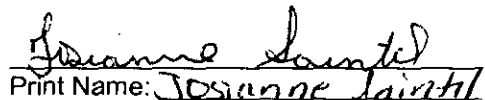
Signed, sealed and delivered
in the presence of:

"DECLARANT"

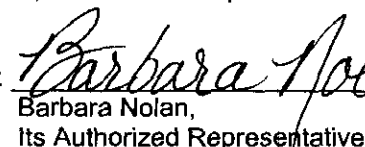

Print Name: Marissa Bevan

NATIONAL LAND PARTNERS, LLC, a Delaware
limited liability company

By: **NATIONAL LAND PARTNERS, LLC**
a Delaware limited liability company, Manager


Print Name: Josianne Saintil

By: **AMERICAN LAND PARTNERS,
INC.**, a Delaware corporation

By: 
Barbara Nolan,
Its Authorized Representative

Bk# 972 Pg# 401

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of September, 2005, by Barbara B. Nolan, authorized representative of AMERICAN LAND PARTNERS, INC., a Delaware corporation, Manager of National Land Partners, LLC, a Delaware limited liability company, Manager of FL LAND PARTNERS, LLC, a Delaware limited liability company, who acknowledges that she executed this instrument as such authorized representative of said Corporation, and who is personally known to me OR has produced _____ as identification.



Ramona Hurst
Print Name: Ramona Hurst
Notary Public, State of Florida
Commission No.: DD0457885
My Commission Expires: 8/4/2008

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Exhibit "A"
Otter Creek Roads

Live Oak Lane (Westerly Easement)

A 60 foot wide ingress, egress and utilities easement in the East 1/2 of SE 1/4 of Section 12, Township 13 South, Range 14 East, and the West 1/2 of SW 1/4 of Section 7, Township 13 South, Range 15 East, Levy County, Florida, being a strip of land that lies 30 feet on each side of the following described centerline:

For a Point of Reference, commence at the SW corner of the East 1/2 of SE 1/4 of Section 12, Township 13 South, Range 14 East, Levy County, Florida; thence N 00°08'53" E, along the West line of said East 1/2 of SE 1/4, a distance of 2645.98 feet, to the South right of way line of Levy County Road C-336, an 80 foot right of way; thence S 89°04'43" E, along said right of way, 944.46 feet, to the Point of Curvature of a curve concave to the South, having a radius of 2824.79 feet; thence Easterly, along said right of way and the arc of said curve, through a central angle of 08°04'53", a distance of 398.42 feet, to the Point of Beginning for this centerline of easement; thence S 11°40'32" E, 144.98 feet; thence S 05°49'06" E, 201.91 feet; thence S 04°48'34" W, 315.11 feet; thence S 04°41'17" E, 468.62 feet; thence S 17°36'09" E, 237.88 feet; thence S 07°24'39" W, 278.87 feet; thence S 00°38'08" W, 328.14 feet; thence S 18°02'37" W, 138.38 feet, to the Terminus Point for this centerline of easement.

Bird's Nest Lane (Easterly Easement)

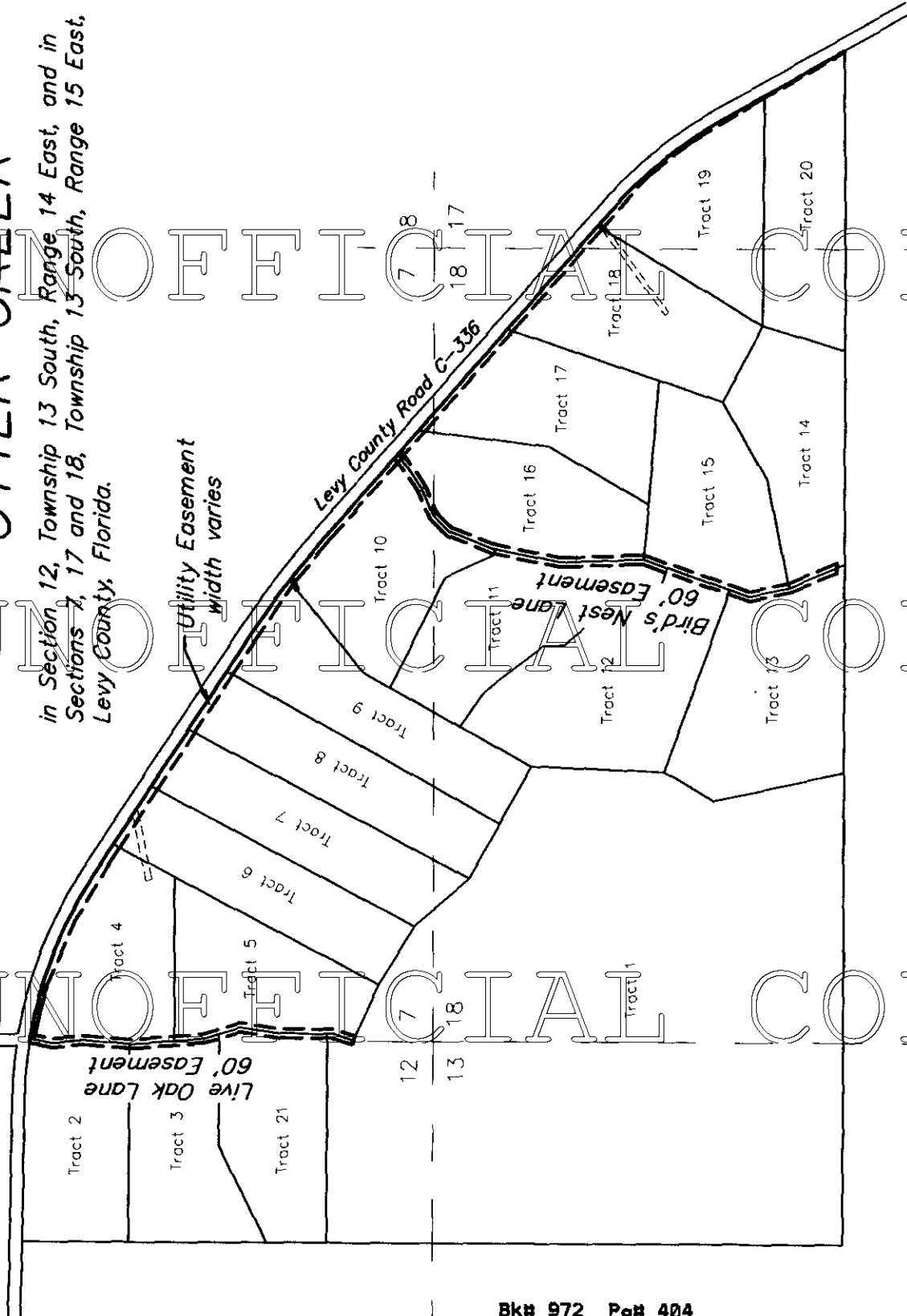
A 60 foot wide ingress, egress and utilities easement in the South 1/2 of SE 1/4 of Section 7, and the West 1/2 of NE 1/4 of Section 18, Township 13 South, Range 15 East, Levy County, Florida, being a strip of land that lies 30 feet on each side of the following described centerline:

For a Point of Reference, commence at the SE corner of Section 7, Township 13 South, Range 15 East, Levy County, Florida; thence N 89°53'10" W, along the South line of said Section 7, a distance of 1081.69 feet, to the South right of way line of Levy County Road C-336, an 80 foot right of way; thence N 49°09'44" W, along said right of way, 356.38 feet, to the Point of Beginning for this centerline of easement; thence S 56°08'33" W, 276.95 feet; thence S 67°00'03" W, 196.08 feet; thence S 43°57'00" W, 145.48 feet; thence S 21°19'13" W, 318.36 feet; thence S 11°15'23" W, 423.24 feet; thence S 01°35'33" E, 542.96 feet; thence S 19°22'21" W, 728.14 feet; thence S 12°23'17" E, 266.17 feet; thence S 23°34'01" E, 331.77 feet, to the intersection with a line being parallel with and 50 feet North of the South line of NE 1/4 of Section 18, Township 13 South, Range 15 East, and the Terminus Point for this centerline of easement.

Sketch of Easement Locations Within:

OTTER CREEK

in Section 12, Township 13 South, Range 14 East, and in Sections 1, 17 and 18, Township 13 South, Range 15 East, Levy County, Florida.



Note:

This is a sketch to show the position of some of the easements within the development OTTER CREEK and does not represent a boundary survey nor does it show every easement that may affect tracts within this development.

Daniel M. Croft Land Surveying Inc.
146 Masonic Street; P.O. Box 461
Bronson, Florida 32621 (352) 486-2055

Exhibit "B"
Property Legal Description

PART OF TRACT 30 - EAST ½ OF SE 1/4 OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 14 EAST, LYING SOUTH OF LCR C-336;

PART OF TRACT 31 - EAST ½ OF NE 1/4 OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST;

PART OF TRACT 33 - ALL THAT PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 15 EAST, LYING SOUTH OF LCR C-336;

PART OF TRACT 35 - WEST ½ OF NW 1/4 OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 15 EAST, LYING SOUTH OF LCR C-336;

PART OF TRACT 36 - NORTH ½ OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 15 EAST, LYING SOUTH OF LCR C-336.

ALL LYING AND BEING IN LEVY COUNTY, FLORIDA.

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