

THIS INSTRUMENT PREPARED BY:
LAW OFFICES - LOWMY & RITCH
DEVIN C. RITCH
P. O. BOX 1075
GAINESVILLE, FLORIDA 32601

OFFICIAL RECORDS
BOOK 338 PAGE 268

DECLARATION OF PROTECTIVE, MAINTENANCE COVENANTS
FOR VICTORIA OAKS

KNOW ALL MEN BY THESE PRESENTS, that Henry E. Smith and Gertrude Smith owners of property situated within Putnam County, Florida, more particularly described as follows:

Lots 1 through 46 of Victoria Oaks a subdivision as per plat book 6, page 4 of the Public Records of Putnam County, Florida

are desirous of placing restrictions on the use of said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT: That Henry E. Smith and Gertrude Smith herein called Developer for and in consideration of the mutual covenants herein contained and the execution of this agreement, and in further consideration of \$1.00 and for other good and valuable considerations does herein and hereby covenant and agree that the following restrictions are hereby placed upon the above described property.

ARTICLE I

General Provisions

Section 1. Application: These restrictions apply to lots 1 through 46 inclusive of the recorded plat of Victoria Oaks.

Section 2. Duration: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

Section 3. Enforcement: If the parties hereto, or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for said violation.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of such provision as to any other violation. In the event any portion of these restrictions and maintenance covenants shall be declared by competent legal proceeding to be invalid, the invalidation of such provision shall not in any manner constitute an invalidation of any other provision.

Section 5. Effective Date: This Declaration shall become effective upon recordation of this Declaration in the Public Records of Putnam County, Florida.

ARTICLE II

Land Use

Section 1. All building sites shall be used solely and only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, which may include mobile homes permanently attached to the property. Accessory buildings, such as private garages or storage buildings, cabanas, servants rooms or guest rooms, may be erected on the premises for use only in connection with and to serve the single-family dwelling, but must be approved by the subdividers as hereinafter provided. Such outbuildings shall be limited to a total number of two.

Section 2. No permanent dwelling shall be permitted which has a ground floor area exclusive of open porches or garages of less than 750 square feet. No mobile home used as a permanent residence shall be permitted which has a

living area exclusive of open porches and garages of less than 575 square feet, and any such mobile home shall be no more than five(5) years old on the date of placement of the mobile home on the property. All permanent dwellings shall be constructed in such a manner and of such materials, as to be compatible with the other dwellings in Victoria Oaks. The exterior finish of all buildings and dwellings shall be completed in a reasonable time from the date of the beginning of construction. The time of construction shall not exceed twelve(12) calendar months for the exterior of any building. The subdividers, or assigns, shall retain approval rights of the exterior character and all materials to be used on all buildings and dwellings. All buildings shall be kept and maintained in a state of repair as not to be unsightly.

Section 3. Travel Trailers, campers and motor homes shall not be permitted to remain on any lot permanently, but may be used temporarily on weekends or a maximum of three(3) months each year. No tents or shacks shall be permitted to be used as a residence or erected upon any lot.

Section 4. Only one dwelling shall be built upon any one of the numbered lots as shown by the recorded plat.

Section 5. The herein described lots shall not be, in any manner, divided or subdivided.

Section 6. No structure or septic tank or septic tank drain field shall be constructed nearer than forty(40) feet from any road right of way, i.e. front yard, twenty-five(25) feet from side yard property lines unless, in order to satisfactorily place the septic tank, it be necessary to place the residence differently, or unless the individual lot topography is such that it be necessary to vary this restriction. The location of any structure shall be approved by the subdividers or their legally appointed representatives.

Section 7. No trade or business, nor any noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of said property.

Section 8. The owner of any lot or lots may keep and maintain upon his property normal household pets and two horses. No other livestock, swine, or poultry of any kind may be placed on any lot.

Section 9. No garbage shall be permitted to accumulate on any lot, and all trash, junk, garbage and abandoned automobiles shall be removed from any lot at the expense of the owner if such is not removed by the owner within thirty (30) days of receipt of written notice from the subdividers, mailed to owner by certified or registered mail.

Section 10. Trees having a diameter of six(6) inches or larger, one foot above ground level may not be cut without prior written consent of subdividers, unless such trees are diseased, a danger to any structure located on the lot, or need to be removed for the initial construction of structured improvements upon a lot. No hunting shall be permitted upon any lot within the subdivision.

Section 11. It shall be the responsibility of the owner of any lot or lots to provide, at the time he constructs a driveway from any road as designated on the plat to his lot, a culvert constructed to meet all Putnam County Requirements and specifications.

Section 12. All fences shall be set back at least as far as the front building line and all fence shall be approved by the association prior to being constructed.

ARTICLE III

Ownership Association

Section 1. Creation: Developer shall cause to be incorporated pursuant to Florida Statutes, a corporation not for profit to be known as Victoria Oaks OWNERSHIP ASSOCIATION, INC. hereinafter referred to as Association; The Articles and By-Laws of which when promulgated, shall become a part of this Declaration as if set out here in full.

Section 2. Purpose: The Association shall be established for the purpose of keeping and maintaining the Commons Area as hereinafter set forth in Article IV.

Section 3. Membership: With the purchase of a lot in Victoria Oaks, the owner shall automatically become a member of the Association and an owner of one share of stock in said Association for each lot so purchased. Each share allows the owner to cast one vote in the conduct of Association business.

Section 4. Promulgation of Rules: The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the Common Areas. Such rules and regulations shall be made and adopted in accordance with the Articles of Incorporation and By-Laws of the Association as hereinafter promulgated, and when so adopted, shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein.

Section 5. Board of Directors: The Association shall elect a Board of Directors of no more than five shareholders to conduct the business of the corporation.

ARTICLE IV

Commons Area

Section 1. Commons Area Defined: Commons Area shall mean and refer to all property described in Exhibit "A", a copy of which is attached hereto and by reference made a part hereof.

Section 2. Title to Commons Area: Title to all commons-area shall be vested in Victoria Oaks Ownership Association, Inc.

Section 3. Owners' Easements of Enjoyment: Every lot owner of Victoria Oaks shall have a right and easement of enjoyment in and to the Commons Area which shall be appurtenant to and must pass with the title to every lot, subject to the following:

- (a) The right of the Association (in accordance with its Articles and By-Laws), to borrow money for the purpose of improving the Commons Area and in aid thereof to mortgage said properties;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Commons Area against foreclosure;
- (c) The right of the Association to dedicate or transfer all or part of the Commons Area to any public agency, authority or utility;
- (d) All provisions of this Declaration, and of the Articles and By-Laws of the Association;
- (e) Rules and Regulations governing use and enjoyment of the Commons Area adopted by the Association; and

Section 4. Liability for Damages: Each owner shall be liable for any and all damage to the property, the recreation areas of Victoria Oaks, which shall be caused by the negligence of said owner, his lessees, guest or invitees, and to the extent that such damage is not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Association. Each owner shall promptly pay when due all repair bills and/or utility bills which may be a separate lien or charge against his lot.

Section 5. Maintenance: Commons Area shall not be obstructed, littered, defaced or misused in any manner.

ARTICLE V

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments: Developer, for all of Victoria Oaks, hereby covenants, and each owner of any lot

(by acceptance of a deed, or contract for deed, therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association:

- (a) Any annual assessments or charges;
- (b) Any special assessments for capital improvements or major repair; and
- (c) General maintenance assessment (as set forth hereafter);

such assessments to be fixed, established and collected from time to time herein after provided. All such assessments, together with interest thereon from due date at the highest legal rate of interest and costs of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commons Area or abandonment.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Victoria Oaks, and in particular, for the improvement and maintenance of the Commons Area, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association, and undertaken by it.

Section 3. Annual Assessments: The annual assessment, including funds for special improvement projects, and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association. The assessments shall be payable annually, in advance, in accordance with the projected financial needs of the Association.

Section 4. Date of Commencement of Annual Assessments- Due Dates: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in advance, and may be in periodic installments if so determined by said Board.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty(30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written Notice of the assessment shall be sent to every owner subject thereto not later than seven(7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment- Lien, Remedies of Association: If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty(30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in event a judgement is obtained, such judgement shall include interest on the

assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with cost of the action.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a lot) now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. Exempt Property: The Commons Area as defined in Article I shall be exempted from assessments, charge and lien created herein.

ARTICLE VI

Insurance

Section 1. Insurance: The Association shall obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and workmen's compensation insurance, and such additional coverage as may be required by law or as it deems advisable. This insurance shall cover the Commons Area, improvements in said areas and any and all employees of the Association. The premiums for such insurance shall be paid by the Association and charged to the owners of lots as a part of the total annual assessments as hereinbefore provided.

(a) Hazard Insurance: The Association shall obtain insurance commonly known as hazard insurance providing coverage on all buildings and improvements comprising part of the common elements and on all tangible personal property owned by the Association, such insurance to be in an amount equal to the maximum insurable replacement value thereof, and to insure against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, the insurable value to be fixed and determined on an annual basis. Such insurance shall be for the benefit of the Association. Lot owners and mortgagees, and the owner, his heirs, successors and assigns, as their interest appear, and each such owner and mortgagee, and the said Developer, shall be entitled to a certificate showing the respective interest of all parties. The original policy shall be held by, and shall name, Victoria Oaks.

(b) Public Liability Insurance: The Association shall obtain such public liability insurance as the Board of Directors deems proper to insure against damage to persons and property as a result of accident or occurrence. Such policy shall provide for claims of third persons against the Association and members, and for each individual owner against the Association and the members. The original policy shall be taken in the name of and held by Victoria Oaks Ownership Association, Inc.

Section 2. Damage or Destruction: If any improvement to the common elements is destroyed by fire or other casualty, the Board of Directors shall collect the proceeds from the insurance and the Board of Directors shall make sole determination as to whether such damaged improvements should be repaired or rebuilt. It shall be the duty of the Board of Directors to take the steps necessary to have such damaged improvement repaired or rebuilt, including, but not limited to, hiring the necessary workers, ordering material, supervising the work and making the disbursements of insurance proceeds to the proper parties.

IN WITNESS WHEREOF, Henry E. Smith and Gertrude Smith has hereunto set their hands and seals this 17th day of August, 1976.

Henry E. Smith
Henry E. Smith

Gertrude Smith
Gertrude Smith

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing Restrictive, Declaration of Protective, Maintenance Covenants for Victoria Oaks, was acknowledged before me this 17th day of August, 1976, by Henry E. SMith, and Gertrude Smith, owners.

Babian O. Huff
Notary Public State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 15, 1978
Bonded By American Fire & Casualty Co.

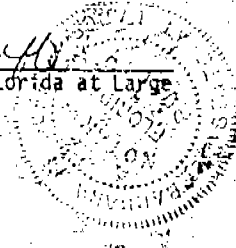


EXHIBIT "A"

LEGAL DESCRIPTION for Gene Smith
Commons Area---- VICTORIA OAKS

A part of Government lot 8, in section 21, Township 10 South,
Range 23 East, Putnam County, Florida being more particularly
described as follows:

Commence at the intersection of the west boundary of
said lot 8 and the southerly right of way line of State
Road No. 20 (100 foot right of way), said point being
on the arc of a curve, concave northwesterly and having
a radius of 3869.83 feet, thence northeasterly along the
arc of said curve and along said right of way line through
a central angle of $6^{\circ} 40' 08''$ an arc distance of 450.42
feet to the Point of Beginning, thence continue north-
easterly along the arc of said curve and along said right
of way line through a central angle of $13^{\circ} 11' 19''$ an arc
distance of 890.78 feet to the east boundary of said lot
8, thence $S. 00^{\circ} 25' 30'' W.$ along said east boundary, 94.00
feet more or less to the waters edge of Cowpen Lake, thence
westerly and Southwesterly along the waters edge of Cowpen
Lake to a point that bears $S. 00^{\circ} 31' 30'' W.$ From the Point
of Beginning, thence $N. 00^{\circ} 31' 30'' E.,$ 330.00 feet more
or less, to the P.O.B.



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RECORDS OF PUTNAM COUNTY, FLA.
Clerk of Circuit Court