

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
STEINHATCHEE ANCIENT OAKS SUBDIVISION

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS for STEINHATCHEE ANCIENT OAKS SUBDIVISION, as described in Schedule "A" attached hereto (hereinafter referred to as the "Protective Covenants") is made this 9 day of December, 1980, by PETER ELLISON BRIGHT, TRUSTEE (hereinafter referred to as "Bright"), the Developer of the real property subject to these Protective Covenants, said real property being referred to as STEINHATCHEE ANCIENT OAKS SUBDIVISION, more particularly described on the attached Schedule "A" which is by this reference incorporated herein and made a part hereof.

WHEREAS, BRIGHT is the Developer of the real property described on Schedule "A" attached hereto, and has executed these Protective Covenants; and

WHEREAS, BRIGHT, shall cause or have caused to be formed STEINHATCHEE ANCIENT OAKS PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association", to which there has been and will be delegated and assigned certain powers and duties of ownership, maintenance and repair of road rights-of-way, airstrip and other areas, and the enforcement of the covenants and restrictions contained herein as well as collection and disbursement of maintenance and upkeep expenses.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer, Owner and Association hereby declare that said real property shall be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. These Protective Covenants shall constitute a covenant running with the land and shall be binding upon the undersigned and upon all persons deriving title through the undersigned. These restrictions during their lifetime shall be for the benefit of and limitation upon all present and future owners of the real property.

1. Each owner is hereby granted an irrevocable nonexclusive easement of use in the road areas and the airstrip mentioned herein shown on the plat of STEINHATCHEE ANCIENT OAKS SUBDIVISION, to be recorded, which easement shall pass automatically and run with title to each lot. The airstrip may be used only as an airstrip.

2. The Developer has delegated to the Association the responsibility and duties of owning, administering, and maintaining the road areas and airstrip shown

on said plat, and the duty of assessing and collecting the expenses for administering and maintaining such areas and any further areas that may subsequently be decided to it.

3. Each lot owner shall automatically be a member of the Association, including the Developer so long as he owns any lot or lots, and as such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership, including the duties to pay the Association expenses and comply with the By-Laws of such non-profit Association.

4. Until Seventy-five Percent (75%) of the lots in the subdivisions named herein or developed in the future on land as shown in Schedule "A" have been sold by the Developer, all expenses for road maintenance shall be borne by the Developer, and there shall be no assessments against any lot owner prior to such date. Thereafter, the non-profit Association shall assess the estimated necessary expenses for maintaining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer.

5. Except as to Paragraph Six (6) hereinbelow, this Declaration can be amended at any time by a Seventy-Five Percent (75%) vote in favor thereof by the members.

6. The Developer reserves the right to bring within the scheme of this Declaration that certain adjacent property, "Additional Property", with the legal description therefor attached hereto as Schedule "B". The future owners of sites within the additional property are allowed non-exclusive easements of use both within the roadways, and airstrip. The future owners of additional property will become members, have one vote per lot standing, and be subject to assessment for their pro-rata share of Association expenses. Developer's automatic right under the provisions of this subsection to bring additional land within the scheme of this Declaration terminates on December 9, 1990.

**THE FOLLOWING LAND USE COVENANTS AND RESTRICTIONS
RUN WITH THE LAND AND SHALL BE BINDING ON ALL LOT OWNERS**

These land use covenants and restrictions shall be binding on all parties and all persons claiming under them and all lot owners until December 9, 2000, at which time these covenants shall be automatically extended for successive period of ten years unless by vote of the majority of the then owners of the lots, it is agreed to terminate or change said covenants in whole or in part by written instrument duly recorded in the Public Records of Taylor County, Florida, to-wit:

A. 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 or bring a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for said violation.

B. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C. Livestock is allowed so long as it is properly maintained and cared for, and no quantities of stock that are improperly maintained or cared for may be kept. No feeder lot operations are allowed.

D. No outhouses shall be allowed. All other sanitary facilities shall meet the requirements of the State Board of Health or other proper regulatory agency.

E. No tract shall be used for the storage of unsightly or unsanitary articles or for the storage of any material that is detrimental to the value of any other tract.

F. All improvements shall be of a neat and presentable nature and shall not detract from the value of any other parcel of land within the subdivision. No used or tarpaper siding shall be allowed.

G. "Developer" when used in this deed of restrictions shall at all times mean the record owners of the property as of the date of this deed of restrictions, their nominees, successors or assigns.

H. The covenants hereof are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years beginning December 9, 1980, after which time said covenants shall be automatically extended for a period of 10 years unless an instrument signed by a majority of the owners of the lots have been recorded agreeing to change said covenants in whole or in part. However, these restrictions may be amended, changed or terminated with the written consent of three-fourths (3/4ths) of all property owners.

I. Enforcement of these provisions shall be by proceedings at law or in equity against any person(s) violating any covenant, either to restrain violation or to recover damages. Any owner of said non-profit Florida corporation shall maintain said action.

J. No used or junk automobiles or automobile parts, whether new or used, shall be stored or accumulated on any tract at any time.

K. The minimum setback from the river for the erection of houses shall be

fifty (50) feet from the edge of the river. Side setbacks shall be fifteen (15) feet.

L. No trailers or mobile homes may be placed on any lot in any manner.

M. No lot owner shall erect a structure that will interfere with the safety of aircraft using STEINHATCHEE ANCIENT OAKS Airport. Nor shall any lot owner interfere with the enjoyment or use of said Airport by the Developers or any person authorized by the Developers to use said Airport. The airstrip and Lot 45 of STEINHATCHEE ANCIENT OAKS SUBDIVISION may be used for commercial purposes. No other lots may be used for commercial purposes.

N. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Developer or by virtue of any judicial proceedings, the Developer and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation exists and summarily abate or remove the same at the expenses of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restriction or condition contained herein, however long continued, shall not be deemed a waiver or the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

O. The foregoing covenants, restrictions and conditions constitute an easement and servitude in and upon the lands herein described, running with the land, and shall be for the benefit of all of the lands in the subdivision.

ESTABLISHMENT AND ENFORCEMENT OF LIENS

Any and all individual lot assessments by the Association and all installments thereof, with interest thereon and costs of collection, including reasonable attorney's fees, are hereby declared to be a charge and continuing lien upon each lot against which each such assessment is made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, shall be the personal obligation of the person, persons or entity owning the lot assessed. Said lien shall

be effective only from and after the time of the recordation among the public records of Taylor County, Florida, of a written and acknowledged statement by the Association setting forth the amount due it as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. Where an institutional mortgagee of record obtains title to a lot as a result of foreclosure of its mortgage or a deed in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the share of assessments pertaining to such lot or chargeable to the former owner which become due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the deed in lieu of foreclosure.

If for any reason a public agency assures maintenance of the roads, road rights-of-way and easements at the request of the members the costs thereof shall become liens against the individual lots in the subdivision in the same manner as is set forth above.

All other restrictive and protective covenants shall continue in full force and effect indefinitely unless and until invalidated by Court Judgment or Decree.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants have been signed by the Developer named on the first page hereof.

Witnesses:

Barbara J. Miller
James J. Voth

Peter Ellison Bright
Peter Ellison Bright, Trustee

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PETER ELLISON BRIGHT, TRUSTEE, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid this 9th day of December, 1960.

James J. Voth
Notary Public



My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 3, 1963
Created by American Not & Conveyance Company

SCHEME "A"

DESCRIPTION - A PARCEL OF LAND IN SECTION 5, TOWNSHIP 9 SOUTH, RANGE 10 EAST - TAYLOR COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 5-9-10; THENCE RUN N. 87° 53' 25" E., ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 417.12 FEET TO THE POINT OF BEGINNING; THENCE RUN N. 01° 29' 12" W., 408.21 FEET; THENCE CONTINUE N. 01° 29' 12" W., 3394.01 FEET; THENCE N. 87° 53' 25" E., 200.01 FEET; THENCE S. 01° 29' 12" E., 3031.09 FEET; THENCE S. 73° 58' 18" E., 312.87 FEET; THENCE N. 01° 29' 12" W., 302.31 FEET; THENCE S. 88° 52' 06" E., 373.26 FEET; THENCE N. 22° 58' 20" E., 93.10 FEET; THENCE N. 08° 52' 49" W., 180.54 FEET; THENCE N. 17° 39' 56" E., 438.86 FEET; THENCE N. 31° 15' 32" E., 688.45 FEET; THENCE N. 23° 14' 19" E., 328.30 FEET TO THE P.C. OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 70.00 FEET; THENCE N. 40° 54' 09" W. 238.31 FEET; THENCE N. 27° 21' 19" W., 182.73 FEET; THENCE S. 01° 29' 12" E., 3031.09 FEET TO THE P.T.; THENCE N. 87° 53' 25" E., 558 FEET MORE OR LESS TO THE STEINHATCHEE RIVER; THENCE SOUTHERLY ALONG THE STEINHATCHEE RIVER, 58° 22' 21", A DISTANCE OF 71.32 FEET TO THE P.T.; THENCE N. 87° 53' 25" E., 558 FEET MORE OR LESS TO THE STEINHATCHEE RIVER; THENCE SOUTHERLY ALONG THE SOUTH LINE OF SECTION 5, 19° 23' 23" W., 814.80 FEET; THENCE N. 87° 53' 25" E., 558 FEET MORE OR LESS TO THE POINT OF BEGINNING. AND THE FOLLOWING DESCRIBED PARCEL OF LAND IN SECTION 5, TOWNSHIP 9 SOUTH, RANGE 10 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 5-9-10, THENCE RUN N. 87° 53' 25" E., ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 417.12 FEET TO THE POINT OF BEGINNING; THENCE N. 01° 29' 12" W., 24 FEET, MORE OR LESS TO THE THREAD OF BOGGY CREEK; THENCE WESTERLY ALONG SAID THREAD OF BOGGY CREEK, 430 FEET MORE OR LESS TO AN INTERSECTION OF SAID LINE THAT BEARS N. 02° 28' 27" E., FROM THE SOUTHWEST CORNER OF SECTION 5; THENCE S. 02° 26' 27" E., 290 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SECTION 5; THENCE N. 87° 53' 25" E., ALONG THE SOUTH LINE OF SECTION 5, A DISTANCE OF 417.12 FEET TO CLOSE ON THE POINT OF BEGINNING.

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RECORD

OFFICIAL
RECORD 160 PAGE 823

SCHEDULE "B"

Government Lots 4, 7 and 8 of Section 5, Township 9 South, Range 10 East, Taylor
County, Florida; LESS the parcel shown in Schedule "A".

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

DEC 30 1980
1:31 P. M.
RECORDED IN OFFICIAL
RECORD 160 PAGE 819-823
CHARLES WALTER CARLTON, CLERK

**CLARIFICATION OF DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR STEINHATCHEE ANCIENT
OAKS SUBDIVISION**

THIS CLARIFICATION OF DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR STEINHATCHEE ANCIENT OAKS SUBDIVISION (hereinafter "Clarification"), is made pursuant to the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR STEINHATCHEE ANCIENT OAKS SUBDIVISION (hereinafter "Declaration"), said declaration being recorded at the Official Records of Taylor County, Florida, Book 160 page 817.

WHEREAS, the Declaration provides, among other things, in Paragraph Four (4) that "the non-profit Association shall assess the estimated necessary expenses for maintaining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer."

WHEREAS, there have been individuals who have failed to pay their assessments and due to said failure to pay assessments, the non-profit association as described in the Declaration, STEINHATCHEE ANCIENT OAKS HOMEOWNERS ASSOCIATION, INC. (hereinafter non-profit association), has had to file liens on said lands owned by people who failed to pay their assessments. Further, in order to facilitate foreclosures on said liens and to clarify the assessments on said lots which were voted upon and increased in 1995, the non-profit association, hereby files this Clarification to be recorded in the Official Records of Taylor County, Florida.

NOW THEREFORE, in consideration of the premises and covenants herein contained and contained in the Declaration, it is hereby declared as follows:

The annual assessments for maintenance of the common roads, grounds, airstrip, etc. are as follows:

No. of lots owned	Amount of assessment
1	\$125.00
2	\$125.00 + \$100.00 = \$225.00
3	\$125.00 + \$100.00 + \$75.00 = \$300.00
4	\$125.00 + \$100.00 + \$75.00 + \$50.00 = \$350.00
5 or more	\$350.00 + \$ 25.00 each additional lot over 5

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

MAR 24 1997

3:51 P.M.
RECORDED IN OFFICIAL
RECORD 384 PAGE 83
ANNIE MAE MURPHY

This clarification is filed herein to further clarify and notify all purchasers of the Restrictions and Protective Covenants affecting the property located in Steinhatchee

Ancient Oaks Subdivision. This clarification in no way changes the terms and conditions found in the Declaration filed prior to this clarification, but merely clarifies those terms and conditions previously set forth in the Declaration.

Dated this 14 day of October, 1996.

STEINHATCHEE ANCIENT OAKS
PROPERTY OWNER'S ASSOCIATION,
INC.

By: Charles F. Bark
President

Attest: Billie L. Buck
Secretary

ADMENDMENT OF DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR STEINHATCHEE ANCIENT OAKS SUBDIVISION

This Admendment of Declaration of Restrictions and Protective Covenants for Steinhatchee Ancient Oaks Subdivision (hereinafter called "Admendment"), is made pursuant to the Declaration of Restrictions and Protective Covenants for Steinhatchee Ancient Oaks Subdivision (hereinafter called "Declaration"), said declaration being recorded at the Official Records of Taylor County, Florida, Book 180, page 817.

Whereas, the Declaration provides, among other things, in Paragraph Four (4), that "the non-profit Association shall assess the estimated necessary expenses for maintaining such areas with the estimated expenses being pro-rated by individual assessments against each lot, including lots owned by Developer."

Whereas, during the Special Meeting called and attended on April 12, 2003, members and officers voted the following changes in assessments in able to provide maintenance and meet other expenses incurred on behalf of the property owners to maintain said association holdings and make necessary improvements.

Now Therefore, in consideration of the premises and covenants herein contained and contained in the Declaration, it is hereby declared as follows:

The annual assessments for maintenance of the common roads, grounds, airstrip, etc. are as follows:

Each lot is assessed the amount of \$100.00 per lot, per year to the owner, without regard to the number of lots owned. This Annual Assessment is due to the Steinhatchee Ancient Oaks Property Owners Association, Inc., on November 1, of each year. The Annual Assessment is considered delinquent after November 30, of each year.

Whereas, the Land Use Covenants and Restrictions provide, among other things, in Paragraph M a sentence that, "The airstrip and Lot 45 of STEINHATCHEE ANCIENT OAKS SUBDIVISION may be used for commercial purposes."

Whereas, during the Special Meeting called and attended on April 12, 2003, members and officers by ballot of all owners voted the following change in this regards.

Paragraph M, shall now read as to this part only, " The airstrip of STEINHATCHEE ANCIENT OAKS SUBDIVISION, may not be used for commercial purposes". That, there is no intent to change the part of Paragraph M stating, "Lot 45 of STEINHATCHEE ANCIENT OAKS SUBDIVISION may be used for commercial purposes. No other lots may be used for commercial purposes."

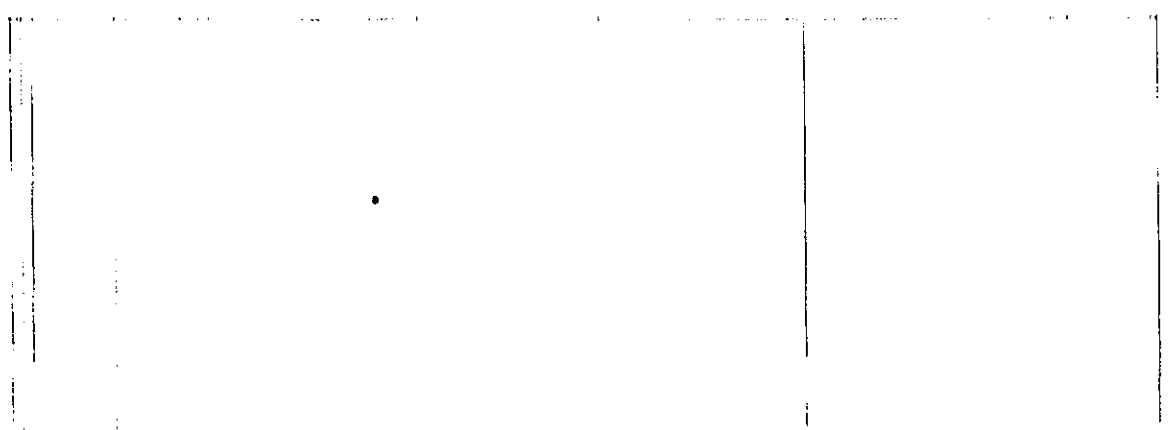
This Admendment is filed herein to further clarify and notify all purchasers of the Restrictions and Protective Covenants affecting the property located in Steinhatchee Ancient Oaks Subdivision. This admendment in no way changes the terms and conditions found in the Declaration filed prior to this admendment except as above stated.

Dated this 10 day of March, 2004.

STEINHATCHEE ANCIENT OAKS
PROPERTY OWNERS ASSOCIATION, INC.


President

Record Fee: 6.00 D.C. *HD*



AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR STEINHATCHEE ANCIENT OAKS SUBDIVISION

This Amendment to Declaration of Restrictions and Protective Covenants for STEINHATCHEE ANCIENT OAKS SUBDIVISION (hereinafter referred to as "Amendment"), is made on July 14, 2006, pursuant to the Declaration of Restrictions and Protective Covenants for Steinhatchee Ancient Oaks Subdivision (hereinafter referred to as "Declaration"), said Declaration being recorded in the Official Record Book 160, Page 817, public records of Taylor County, Florida.

WHEREAS, the Declaration provides, among other things, in Paragraph L, "No trailers or mobile homes may be placed on any lot in any manner."

WHEREAS, the Declaration provides, in part, in Paragraph H that, "these restrictions may be amended, changed or terminated with the written consent of three-fourth (3/4ths) of all property owners."

WHEREAS, by written consent obtained from three-fourth (3/4ths) of all property owners, the owners voted to amend Paragraph L of the Declaration;

NOW THEREFORE, in consideration of the premises and covenants herein contained and contained in the Declaration, Paragraph L is hereby amended as follows:

1. No FMHA Manufactured houses, no mobile homes or trailers will be allowed on property in Ancient Oaks Subdivision as housing in any manner.
2. Contiguous foundation must be in place-permanent structure from footer up. A permanent foundation and/or engineered Piling system for elevated structures is allowed. No Pier systems will be allowed on homes.
3. All housing must meet the current State and local restrictions and be built to the current Florida Building Codes, latest edition established for this area.
4. All homes must be a minimum square footage of 1,000 square feet, as heated and/or cooled living space.
5. The age of homes placed on property in Ancient Oaks Subdivision must be within one year of manufacture if not constructed on site.
6. No existing housing not in compliance with these Amendments and/or existing deed restrictions can be replaced unless they are replaced with housing meeting these standards stated in this Amendment of Deed Restrictions of Ancient Oaks Subdivision and current Deed Restrictions of Ancient Oaks Subdivision.
7. It is the intent of the Property Owners in Ancient Oaks Subdivision, that no housing be placed on any properties to devalue the land of others. The intent of this Amendment is to prevent trailers, mobile homes or manufactured housing, under any language now or in the future.

This amendment is filed herein to further clarify and notify all purchasers of the Restrictions and Protective Covenants affecting the property located in Steinhatchee Ancient Oaks Subdivision. This amendment in no way changes the terms and conditions found in the Declaration filed prior to this amendment except as above stated.

Dated this 14th day of July, 2006.

Signed, sealed and delivered
In the presence of:

Annie Mae Murphy

Witness:

Debbie Dembo

Witness:

STEINHATCHEE ANCIENT OAKS
PROPERTY OWNERS ASSOCIATION, INC.

Connie S. Chaney

By: *CONNIE S. Chaney*

AS: *SECRETARY - SAOPOA*

AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR STEINHATCHEE ANCIENT OAKS SUBDIVISION
(PAGE TWO)

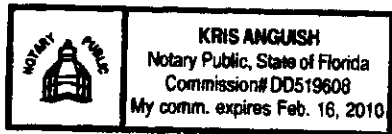
STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 14 day of

July, 2006, by Connie S. Gancey as, secretary of

STEINHATCHEE ANCIENT OAKS PROPERTY OWNERS ASSOCIATION, INC., who personally
appeared before me at the time of notarization and who acknowledged that they executed this instrument
for and on behalf of said corporation.

(NOTARIAL SEAL)



[Signature]
Notary Public

personally known to me
 produced FLDL as identification.

FL. DL. 520 11746920 0

11/20/06 exp. date