

DECLARATION

OR 998701985

OF

COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Jimmy Boynton Realty, Inc. and Nora J. Boynton residents of Leon County, Florida, do hereby declare as follows:

WHEREAS they are the developers and owners of certain properties located in Leon County, Florida described more particularly in Exhibit "A" which is attached and incorporated herein, and

WHEREAS the above described property is known as Liberty Ridge, an unrecorded subdivision, and

WHEREAS Jimmy Boynton Realty, Inc. and Nora J. Boynton, as the developers of Liberty Ridge, have installed roads with adjacent graded shoulders and drainage ditches in order to provide access to the lots in this subdivision, and

WHEREAS the lots which have been sold and which are to be sold provide ownership to the centerline of these roads with a retention of an easement in the developer, and

WHEREAS it is the intention of the developers to convey their retained easement to the Liberty Ridge Roadowners Maintenance Association, Inc., (the Association), and

WHEREAS that Association shall consist of all the property owners in the Liberty Ridge subdivision and that Association shall henceforth be responsible for the maintenance and upkeep of all the roads within that subdivision, and

WHEREAS Jimmy Boynton Realty, Inc. and Nora J. Boynton wish to reimpose certain restrictions and limitations previously imposed upon the purchasers of lots within Liberty Ridge now, therefore,

This instrument prepared by:

BENJAMIN K. PHIPPS  
P. O. BOX 1351  
TALLAHASSEE, FLA. 32302

546868  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
JUN 30 12 05 PM 1981  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

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JIMMY BOYNTON REALTY, INC. and NORA J. BOYNTON DECLARE that the real property described above and such additions thereto as may be made, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

Article I.  
DUES AND ASSESSMENTS

It is hereby declared that all lots and parcels within Liberty Ridge shall annually be assessed and charged an amount necessary in order to operate the Association and to maintain all existing roadways, shoulders, drainage ditches and all related improvements so as to provide continuous, attractive, comfortable and ready access to each lot. To accomplish that each property owner shall be required to belong to the Association. The Association is a Florida corporation and a copy of its Bylaws are attached and incorporated herein. The initial meeting of the members (shareholders) of the Association shall be held in July of 1981 at which time Directors shall be elected as provided for in the Bylaws. The initial assessment against all the property, based on acreage, shall be made by the Directors in July of 1981 and that assessment shall constitute a lien on all property subject to these restrictions and covenants as of August 1, 1981. As provided for in the Bylaws of the Corporation, the Directors may provide that the payment of the assessment be made on an annual, or a semi-annual basis. Failure to make payment in a timely manner shall result in foreclosure as is provided for in the Bylaws. The Association shall also have the authority to collect all costs, expenses, attorney and other fees relating to the collection of delinquencies, and they shall further have the authority to assess interest for any delinquent account. As is provided for in the Bylaws the members (shareholders) shall elect Directors each year and the Directors in turn shall

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make an assessment which shall become a lien on the property effective August 1 of each succeeding year. The lien provided for herein shall be subordinate to any lien created by any first mortgage held by a bank, savings and loan association or insurance company on any individual lot or group of lots under one ownership.

**Article II.**  
**PROHIBITED LAND USE**

The keeping of swine, under any circumstances, on the property is strictly prohibited. No property shall be used for garbage or trash disposal, no inoperative motor vehicle may remain on any property for longer than two weeks and no activity shall be permitted which is an objectionable nature so as to result in a diminution of the value of that surrounding properties. No commercial activities shall be permitted.

**Article III.**  
**DURATION**

The duration of these restrictions and covenants shall be 20 years from the date in which they were recorded in the public records of Leon County.

**Article IV.**  
**INSERTIONS AND DEEDS**

Jimmy Boynton Realty, Inc. and Nora J. Boynton, their assigns and successors in interest, hereby agree to inform any prospective purchasers of any of the property of the existence of this Declaration and the covenants and restrictions herein contained; further agree that in every deed conveying a portion of the property shall contain a clause stating essentially the following:

"Subject to the terms and the conditions of a Declaration of covenants and restrictions dated June 30, 1981. recorded in public records of Leon County, Florida".

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Article V.  
NATURE OF RESTRICTIONS  
AND COVENANTS

The restrictions and covenants imposed by this instrument shall run with the land and shall apply equally to all present property owners, their heirs and assigns throughout the entire term of these restrictions and covenants.

IN WITNESS WHEREOF, Jimmy Boynton and Nora J. Boynton have executed this document this 30th day of June, 1981.

Signed and sealed in the presence of:

Jimmy Boynton Realty, Inc.

Barbara Boynton

*James M. Boynton*

Jimmy Boynton, President

Jana Boynton

Barbara Boynton

Nora J. Boynton  
Nora J. Boynton

Jana Boynton

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, James M. Boynton, to me well known and known to be the President, of Jimmy Boynton Realty, Inc., who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 30th day of June, 1981.

My Commission expires:

James M. Boynton  
Notary Public  
State of Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires: 5-4-84  
Notary Public Seal

5-4-84

STATE OF FLORIDA

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COUNTY OF LEON

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, NORA J. ROYNTON, to me well known and known to be the person who executed the foregoing instrument and acknowledged before me that she executed the same freely and voluntarily for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 30th day of June, 1981.

My Commission expires:

*Bevin Stewart*  
Notary Public  
State of Florida  
Notary Public, State of Florida at Large  
My Commission Expires May 4, 1984  
Sealed This Day First Mornning 1981  
5-4-84

OR 99861990

LEGAL DESCRIPTION OF

(LIBERTY RIDGE SUBDIVISION)

Commencing at the Southeast Corner of Section 12, (Northeast Corner of Section 13) Township 2 South, Range 1 West, Leon County, Florida (marked by an old concrete monument) for the point of beginning of tract described herein. From the point of beginning run S0°02'54" W. along the East boundary of Section 13 a distance of 1,213.66 feet to a concrete monument thence run N 89°37'24" W 1,282.48 feet to a concrete monument on the East right-of-way of Freedom Road, thence run S0°17'58" E along east right-of-way of Freedom Road 332.20 feet to a concrete monument, thence run S89°37'23" E 1,280.47 feet to a concrete monument on the east boundary of Section 13, thence run S0°02'54" W along the east boundary of Section 13 a distance of 999.82 feet to a concrete monument, thence run N89°37'15" W 2,640.19 feet to a concrete monument, thence run N 0°03'06" E 1,308.39 feet to a concrete monument, thence run S89°37'15" E 1,297.71 feet to a concrete monument on the West right-of-way of Freedom Road, thence run N 0°17'58" W along the West right-of way of Freedom Road 1,316.83 feet to a concrete monument, thence run N 89°37'15" W 1,289.70 feet to a concrete monument, thence run N 0°03'06" E 1,784.21 feet to a concrete monument, thence run N 89°48'21" E 1,338.69 feet to a point on the East right-of-way of Freedom Road, thence run S 0°17'58" E along the East right-of-way of Freedom Road 767.68 feet to a concrete monument, thence run N 89°42'02" E 1,296.66 feet to a concrete monument on the East boundary of Section 12, thence run S 0°03'06" W along the East boundary of Section 12 a distance of 1,124.84 feet to the point of beginning.

Situate, lying and being in Section 12 and in Section 13, Township 2 South, Range 1 West, Leon County, Florida and containing 196.0 acres, more or less.

Exhibit "A"

**OR 998PG1991**

**Bylaws of Liberty Ridge Roadowners  
Maintenance Association, Inc.**

**Article I**

**Identification**

**Section 1.01. Name.** The name of the Corporation is Liberty Ridge Roadowners Maintenance Association, Inc. Hereinafter it shall be referred to as "the Association".

**Section 1.02. Registered Office and Registered Agent.** The address of the registered office of the Association is 930 Thomasville Road, Tallahassee, Florida 32303, and the name of the registered agent at this address is James M. Boynton. Either the office or the registered agent may be changed by an appropriate Resolution of the Board of Directors.

**Section 1.03. Seal.** The seal of the Association shall be circular in form and mounted upon a metal or plastic die, suitable for impressing upon paper. About the upper periphery of the seal shall appear the words Liberty Ridge Association and about the lower periphery of it the word "Florida". In the center of the seal shall appear the words "Corporate Seal" and "1981".

**Section 1.04. Fiscal Year.** The fiscal year of the Association shall begin on the first day of July in each year and shall end on the last day of June of the following year.

**Article 2**

**Capital Stock**

**Section 2.01. Payment for Shares.** Each property owner in the Liberty Ridge subdivision, an unrecorded subdivision in Leon County, Florida, shall be entitled to one share of stock per acre (portion thereof) of land which he owns within the subdivision.

**Section 2.02. Certificates Representing Shares and Restrictions.** A certificate representing such ownership shall be issued upon the payment to the Association of the first assessment made by the Association against such property. Each certificate shall bear, on its reverse side, the following legend: "This (These) share(s) require(s) ownership in real property which is subject to restrictive

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covenants recorded in the public records of Leon County, Florida in official record book 998, page 1985. This (These) share(s) may only be transferred by the holder to his assigns or successors in title in fee simple, of all or a portion of the property held by him in an unrecorded subdivision in Leon County, named Liberty Ridge, which is described in the above recorded document; except that these shares may also be transferred to the Association by redemption.

Section 2.03. Voting Shares. All shares shall remain outstanding, once sold, unless redeemed by the Association. However no shares shall be entitled to vote if owner of that share has not paid, up to date, the assessment made against the land underlying the share.

### Article 3

#### Meetings of Shareholders

Section 3.01. Place of Meetings. Meetings of the shareholders of the Association shall be held at the registered office of the Association, or at such other place as may be determined by the Board of Directors.

Section 3.02. Annual Meeting. An annual meeting of the shareholders shall be held each year during the month of July at a date and time to be established by the Board of Directors. Failure to hold the annual meeting at the designated date and time shall not work a forfeiture or dissolution of the Association; nevertheless the Directors shall endeavor to select a date and time convenient to the largest number of shareholders.

Section 3.03. Special Meetings. Special meetings of the shareholders may be called by the President, or by the Secretary upon his receiving a petition signed by no less than 25% of all shareholders qualified to vote as provided for in Section 2.03 of these Bylaws. Such a petition shall name the time and the place of the proposed meeting. Upon the receipt of the petition, and upon his verification that the signatures thereon are those of current property owners whose assessments are paid up, the Secretary shall notify all persons eligible to vote as shareholders of the proposed time and place of the meeting, which must be no less than two weeks subsequent to his receipt of the petition and no less than one week subsequent to the date of mailing the notice.

Section 3.04. Quorum. Twenty five percent of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders.



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**Section 3.05. Voting Proxies.** A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after three months from the date of its execution unless otherwise provided in the proxy. Shareholders shall be entitled to one vote for each share held. Unless otherwise provided, a majority of shares voted shall prevail on all matters.

**Article 4**

**The Board of Directors**

**Section 4.01. Number and Qualifications.** The business and affairs of the Association shall be managed by a Board of five (5) Directors. The number of Directors may be increased, from time to time, by amendment of this section. Directors, at the time of their election, and at all times during their term of office, must be qualified to vote as provided for in Section 2.03.

**Section 4.02. Election.** Members of the initial Board of Directors shall hold office until the first annual meeting of the shareholders and until their successors have been elected and qualified. At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholders shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected (unless disqualified under the requirements of Section 4.01) and until his successor shall be elected and qualified.

**Section 4.03. Vacancies.** Any vacancy occurring in the Board of Directors may be filled only by an election at a special meeting of the shareholders.

**Section 4.04. Meetings.** The annual meeting of the Board of Directors shall take place immediately following the annual meeting of shareholders. Thereafter the Board of Directors shall meet no less frequently than once every four months. The time and place of such subsequent meetings shall be as determined by the Board, but such meetings shall not be outside of Leon County. Notice of Board of Directors meetings may be communicated by telephone. Additional meetings of the Board of Directors may be held upon the call of the President. Shareholders entitled to vote under Section 2.03 may attend, but may not participate, in Board meetings.

**Section 4.05. Quorum.** Three (3) Directors shall constitute a quorum for the transaction of business.

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Section 4.06. Loans. The Board of Directors shall have the following limited power to borrow funds: they may borrow money for the purposes of maintaining the roads, however no such loan shall be for a period in excess of six months, and the amount of such loans (including all interest due thereunder) shall not exceed the total amount of assessments due to be received during that same six month period. Thereafter no such new loan may be made for six months.

**Article 5**

**The Officers**

Section 5.01. Officers. The officers of the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer. Such officers shall be elected from the Board of Directors at the annual meeting of the Board.

Section 5.02. Vacancies. Whenever any vacancies shall occur in any office by death, resignation or otherwise, the same shall be filled from and by the Board of Directors, and the officer so elected shall hold office until his successor is chosen and elected.

Section 5.03. The President. The President shall serve as the chief presiding officer over all meetings of the Board of Directors and as the chief executive officer of the Association. As such he shall be entitled to execute all contracts, notes, and other documents necessary to carry out the business of the association as determined by appropriate resolution of the Board.

Section 5.04. The Vice-President. The Vice-President shall serve as the chief presiding officer and chief executive officer of the Association in the absence of the President.

Section 5.05. The Secretary. The Secretary shall be responsible for taking and maintaining the Minutes of the shareholders and Board, together with all other corporate records. The Secretary shall also be responsible for notifying all Directors and shareholders of all regular or special meetings. The Secretary shall also be responsible for all correspondence of the Association.

Section 5.06. The Treasurer. The Treasurer shall be responsible for maintaining all books and accounts of the Association. The Treasurer shall also be responsible for the receipt of all assessments, the deposit of all assessments and the disbursement of all funds. However no disbursements may occur without the co-signature of the President (or in his absence, the Vice-President). As Treasurer, he shall keep correct and complete records of account, showing accurately at all times the financial condition of the Association.

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He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep this bank account in the name of the Association. He shall furnish at meetings of shareholders and of the Board of Directors, or whenever requested, a statement of the financial condition of the Association, and shall perform such other duties as the Bylaws may provide or the Board of Directors may prescribe.

Article 6

Remuneration

No shareholder, Director or officer shall be entitled to such capacity to any remuneration by way of wages, salary or fees for his service. However, any shareholder, Director, or officer may submit a request to the Board of Directors for repayment of actual expenses incurred by him on behalf of the Association. Before approving any request, the Board shall require reasonable documentation or other proof of the expenditure and such proof shall be made a part of the minutes of the Association.

Article 7

Assessments against Property

The Board of Directors shall determine, at their annual meeting, the annual amounts necessary to pay the expenses of the Association and to properly maintain the roads (including shoulders, drainage ditches and slopes) of the Liberty Ridge subdivision, for the next fiscal year. Such responsibility shall not extend to those roads, etc, which are maintained by Leon County, by the State of Florida or by any other government entity. Such assessments may be payable on a semi-annual or annual basis at the sole discretion of the Board of Directors. Notice of all such assessments, and payments as they are due, shall be provided to the shareholders by first class mail, at their address as it appears on the deed to the lot(s) owner or such other address as he may have arranged with the Association to be placed on its books. All such annual assessments shall become a lien on the property as of August of each fiscal year. The Board of Directors shall annually establish a reasonable interest rate to be charged on all delinquent payments. Failure to make any payment within 30 days after it becomes due shall constitute default, and the Board of Directors shall proceed immediately with foreclosure proceedings against such property. The Board of Directors is authorized to receive a deed in lieu of foreclosure or other appropriate means of discharging the lien and curing the default, but only if all interest, incidental expenses and costs of attorneys fees relating to the default and foreclosure have been paid.

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AGREEMENT TO IMPOSE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that WILLIAM H. MARSHALL and MAMIE THOMAS, ("DECLARANTS"), residents of Leon County, Florida, do hereby declare as follows:

WHEREAS Declarants are the owners of certain property located in Leon County, Florida, more particularly described in Exhibit "A" which is attached and incorporated herein, and

WHEREAS, William H. Marshall and Mamie Thomas do hereby declare that the real property described above shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of those certain Covenants and Restrictions as set forth in the Declaration of Covenants and Restrictions for LIBERTY RIDGE, an unrecorded subdivision, declared by Jimmy Boynton Realty, Inc., and Nora J. Boynton dated June 30, 1981, and recorded on June 30, 1981 in Official Records Book 998, Pages 1985 through 2000 inclusive, Public Records of Leon County, Florida.

The Declarants hereby agree, for themselves, their heirs, assigns and successors in title, to be bound by these restrictions, which shall run with the land, and to abide by the terms and conditions of the by-laws of the Liberty Ridge Homeowners Association, Inc. (formerly known as the Liberty Ridge Roadowners Maintenance Association, Inc.), as set forth therein. These restrictions shall be in full force and effect upon said lands until June 30, 2001.

IN WITNESS WHEREOF, William H. Marshall and Mamie Thomas have executed this document this 10 day of May, 1986.

WITNESSES

[Signature]  
[Signature]  
[Signature]  
[Signature]

William H. Marshall  
WILLIAM H. MARSHALL  
Mamie Thomas  
MAMIE THOMAS

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RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.  
MAY 21 1 17 PM '86  
PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

CONSENT AND ACKNOWLEDGEMENT

DR1207PC1357

BY

LIBERTY RIDGE HOMEOWNERS

ASSOCIATION, INC., a Florida Corporation

The undersigned, Liberty Ridge Homeowners Association, Inc., by and through its President, John W. Kimbrough, do hereby consent to the foregoing imposition and Declaration of Covenants and Restrictions, and to the inclusion of the Declarants, their heirs, assigns and successors in title, into the membership of said Association.

WITNESSES:  
Mary E. DeWent  
Ray [Signature]

LIBERTY RIDGE HOMEOWNERS ASSOCIATION, INC.  
By: John W. Kimbrough  
Its President

STATE OF FLORIDA, LEON COUNTY ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared William H. Marshall and Mamie Thomas, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 20 day of May, 1986.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3-25-89

( S E A L )

STATE OF FLORIDA, LEON COUNTY ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared John W. Kimbrough, President of Liberty Ridge Homeowners Association, Inc., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid this 17th day of May, 1986.

Catherine A. Luck  
NOTARY PUBLIC  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires April 21, 1989  
Headed Through Falls Insurance, Inc.

( S E A L )  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
William H. Marshall

EXHIBIT "A"

CR1207PC1358

Commencing at the Southeast corner of Section 12, Township 2 South, Range 1 West, Leon County, Florida (marked by a concrete monument), thence run North 0 degrees 03 minutes 06 seconds East along the East boundary of Section 12 a distance of 1124.94 feet to a concrete monument and the POINT OF BEGINNING of tract described herein. From the POINT OF BEGINNING run South 89 degrees 42 minutes 02 seconds West 1296.66 feet to a concrete monument on the East right of way of a sixty foot roadway, thence continue South 89 degrees 42 minutes 02 seconds West 30.0 feet to a point on the centerline of aforesaid roadway, thence run North 0 degrees 17 minutes 58 seconds West along the centerline of aforesaid roadway 327.98 feet, thence run North 89 degrees 42 minutes 02 seconds East 30.0 feet to a concrete on the East right of way of aforesaid roadway, thence continue North 89 degrees 42 minutes 02 seconds East 1298.67 feet to a concrete monument on the East boundary of Section 12, thence run South 0 degrees 03 minutes 06 seconds West along the East boundary of Section 12 a distance of 328.0 feet to the POINT OF BEGINNING. Situate, lying and being in Section 12, Township 2 South, Range 1 West, Leon County, Florida and containing ten (10.0) acres.