

These covenants have been retyped from the original. You should not rely on its accuracy for making any decisions or the like. The copy filed and recorded with Franklin County should be obtained and consulted. Any COMMENT noted as such are not a part of these covenants.

**AMENDMENTS
TO
DECLARATION
OF
RIVERSIDE ASSOCIATES PROTECTIVE COVENANTS**

These Amendments amend that certain Declaration of Riverside Associates Protective Covenants Recorded April 16, 1997 and recorded in the Official Records of Franklin County, Florida in O.R. Book 574 at Pages 701 thru 703.

ARTICLE I

All of the owners of all of the property known as Riverside of Carrabelle hereby declare that the real property described in Article III shall be held, transferred, sold , and conveyed subject to the conditions, restrictions and covenants set forth.

**ARTICLE II
TERMS**

- A. "Member" means any member of the Association.
- B. "Building site" or "unit" means any lot with the configuration and dimensions as deeded out of Terry Nelson.
- C. "Declarant" means all of the owners of real property known as Riverside of Carrabelle.
- D. "Declaration" means his Declaration of Protective Covenants as the same may be supplemented or amended from time to time.
- E. "Owner" means any person, including Terry Nelson, who owns a fee simple title or a leasehold estate for a term in excess of two years, to any building site within the development, and shall not mean a mortgagee unless such mortgagee has acquired title.

**ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION**

- A. Property Description. The real property which is subject to these covenants is more particularly described as follows:

EXHIBIT "A" attached hereto and made a part hereof by reference.

- B. An easement is given to each member of the Association

These covenants have been retyped from the original. You should not rely on its accuracy for making any decisions or the like. The copy filed and recorded with Franklin County should be obtained and consulted. Any COMMENT noted as such are not a part of these covenants.

for the purpose of parking, ingress and egress over the common area, which common areas are described in EXHIBIT "B" attached hereto.

C. An easement for foot-traffic ingress and egress is given to each member of the Association over the land, under all of the units shown on the plat of the subdivision.

D. Added Property. Property may be added to Article III by Declarant recording such declaration and attaching thereto a property description of the added property.

ARTICLE IV **RIVERSIDE ASSOCIATIONS HOMEOWNERS' ASSOCIATION**

A. General. The Association is a Florida non-profit corporation organized to promote the common interest of property owners in Riverside Associates Homeowners Association. The Association shall have such powers in the furtherance of its purpose as are set forth in the Articles and Bylaws.

The Association is the owner of, and the Association shall be thereupon responsible for the perpetual maintenance of the common area.

B. Membership in the Association.

1. Each owner of a building site shall automatically be a member of the Association and shall abide by the Association's charter, bylaws, rules, and shall pay assessments levied by the Association. All members of the Association shall have the use of the common areas in common with all other members.
2. Voting Rights. Each member shall have one vote for each building site owned by such member. There shall be no votes by proxy. Any owner may designate that the occupant of a home shall be the member in lieu of such owner. No member shall be entitled to vote unless such member has paid all dues or assessments as shown by the books of the Association.
3. When any property within the development is owned or recorded in joint tenancy or tenancy in common, such owners shall collectively be entitled to one vote per building site.
4. The owner of two or more building sites shall nevertheless be entitled to one vote per building site.

C. Annual Charges.

1. Each building site shall be subject to an annual charge in an amount which shall cover only projected actual costs of maintaining Association property and the exterior of the

These covenants have been retyped from the original. You should not rely on its accuracy for making any decisions or the like. The copy filed and recorded with Franklin County should be obtained and consulted. Any COMMENT noted as such are not a part of these covenants.

buildings and which shall be further fixed by the Board of the Association. The Association may levy in any year a special assessment for the purpose of defraying unexpected actual costs relating to property owned by the Association or to maintain the exterior of the building within the development.

2. The annual charges and special assessments shall become due and payable at such time as the Board may determine. Of not paid, these sums plus interest and costs of collecting shall become a lien on the delinquent member's building site. The charges shall also be the personal obligation of the person who was the owner of the building site at the time the charges became due.

D. Enforcement of Covenants. The Association shall have the right to prescribe its bylaws or rules and regulations the methods by which to enforce these covenants and the violation of any of its rules or regulations. If the Association brings an action to enforce these covenants, the prevailing party shall be entitled to recover all of its costs, including a reasonable attorney's fees. Nothing herein prohibits an individual owner from bringing an action to enforce these covenants.

ARTICLE V **GENERAL**

A. Subdividing Lots. No building site shall be subdivided.

B. Residential Use. No building site shall be used except for residential purposes.

C. Types of Structures Prohibited. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or outbuilding shall be at any time used as a residence, temporarily or permanent. No building site will be added to without written authority of the Board of Directors of the Association.

D. Minimum Design Requirements. All residential structures must contain at least 1,000 square feet of living area.

E. Nuisances. No noxious or offensive activity shall be carried on within any portion of the development nor shall anything be done thereon that may become a nuisance or annoyance to the neighborhood.

F. Storage of Personal Property. Nowhere on the property shall be stored junk cars, old appliances, bicycles, motorcycles, and the like, unless they are stored in a completely enclosed structure. Garbage and trash shall be kept in containers and shall be not normally be visible from the roads except when placed out for collection.

These covenants have been retyped from the original. You should not rely on its accuracy for making any decisions or the like. The copy filed and recorded with Franklin County should be obtained and consulted. Any COMMENT noted as such are not a part of these covenants.

G. Livestock and Barnyard Animals. No barnyard animals, livestock, poultry, including cows, hogs, chickens and the like shall be kept on any building site.

H. Pets Generally. Dogs, cats, and other household pets may be kept provided they are not bred or maintained for commercial purposes.

I. Dogs. Dogs shall not create a nuisance in the neighborhood which nuisance shall be considered to be excessive barking, chasing cars, chasing people, or the like.

ARTICLE VI **DURATION, AMENDMENT, AND ENFORCEMENT**

A. Basis for Covenants. The protective covenants contained in this Declaration shall run with the land and inure to the benefit of the Association, and shall be enforceable by members thereof or owners of building sites. No liability shall attach to the Association for failure to enforce covenants.

B. Duration of Covenants. These covenants shall be binding for a period of twenty years at which time said covenants shall be automatically extended for successive 10-year periods unless a majority of the then owners of building sites conveyed agree to amend them in whole or in part. Any such agreement shall be an instrument signed in writing and recorded. Joint owners of any lot shall be considered as one owner for purposes of calculating a majority.

C. Amendments. Any of the Articles herein may be amended by the filing of an appropriate document in the public records of Franklin County, Florida, by a majority vote of the Association.

D. Interpretation of Covenants. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the homeowners unless revisited by the Board.

ARTICLES VII **BOAT SLIPS**

Each unit shall have the right to use a boat slip located in the common pier. Slips will be assigned to individual units by the Board and once assigned cannot be changed. The right to use a boat slip will run with ownership of a building site and cannot be separated from the ownership of a unit. The number of the boat slip will correspond with the number of the unit. Use of the common pier and the boat slips are for recreational use only and shall not be used for commercial purposes.

COMMENT: These covenants were filed and recorded on 09/22/98

These covenants have been retyped from the original. You should not rely on its accuracy for making any decisions or the like. The copy filed and recorded with Franklin County should be obtained and consulted. Any COMMENT noted as such are not a part of these covenants.

COMMENT: The signature pages and Exhibits A and B are not included in this retyped version of the covenants. You should refer to the copy filed and recorded with Franklin County to obtain these exhibits