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**RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SWIFT CREEK WOODS**

THIS RESTATMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWIFT CREEK WOODS ("Declaration"), such Declaration being made by BYRON BLOCK as Managing Trustee under Deed and Conveyance in Trust recorded in Deed Book 260, Page 535, Public Records of Leon County, Florida and as per Agreement to Further Amend Trust and Naming Managing Trustee dated October 30, 1991 and recorded in Official Records Volume 1528 at Page 1743, Public Records of Leon County, Florida, and such Declaration being dated October 30, 2000, and recorded in Official Records Book 2429 at Page 565 of the Public Records of Leon County, Florida, is made and entered into this 9th date of July, 2001, by BYRON BLOCK, as Managing Trustee ("Declarant"), and joined by the Swift Creek Woods Homeowner's Association, Inc., a Florida not-for-profit corporation ("Association").

WITNESSETH

WHEREAS, Declarant, together with MARCIA DEEB THORNBERRY as Trustees, are the legal owners of certain property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, the Trustees have heretofore designated the Declarant as Managing Trustee, and

WHEREAS, the Trustees have determined through a Florida general partnership with third parties to develop said parcel of real estate into single family residential lots in a subdivision known as "SWIFT CREEK WOODS", and

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Annexation Notice" shall mean and refer to the notice by which additional lands are subjected to the provisions of this Declaration as more particularly described in Article XXX.

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Section 2. "Architectural Committee" shall mean the Architectural Control Committee established pursuant to Article X hereof and initially consisting of Byron B. Block and Cathy Mayfield.

Section 3. "Articles" shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State attached hereto as Exhibit "B".

Section 4. "Assessments" shall mean and refer to any assessments made in accordance with this Declaration.

Section 5. "Association" shall mean and refer to Swift Creek Woods Homeowner's Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 6. "Board" shall mean and refer to the Board of Directors of the Association.

Section 7. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "C".

Section 8. "Common Area" shall mean and refer to all real property and/or easement rights (and interests therein and improvements thereon) and personal property within the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and, provided for, owned or leased by, or dedicated to, the common use and enjoyment of the Owners which may include, without limitation, open space areas, irrigation pumps and lines, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas and easements, commonly used lighting, entranceways and features. The Common Area shall also include all portions of the Properties which are designated as such by Declarant or on any plan or map prepared by Declarant. The Common Area does not include any Lots.

Section 9. "Community" shall mean and refer to the Community known as Swift Creek Woods Subdivision in which the Properties are located. The Declarant may, when amending or modifying the description of Properties subject to the operation of this Declaration, also amend or modify the definition of the Community.

Section 10. "Community Completion Date" shall mean and refer to the date upon which all Lots in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

Section 11. "Community Standards" shall mean and refer to such standards of conduct, maintenance or other activity, if any, established by Declarant, the Association, the Architectural Committee, the Board or any committee thereof relating to, amongst other things, activities described in Article X hereof.

Section 12. "Declarant" shall mean and refer to Byron Block, the Managing Trustee, his specific designees, successors and assigns, as well as any Co-Trustee referred to hereinabove, their successors and assigns, if such successors or assigns should acquire more than one

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unimproved lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as the context may require.

Section 13. "Declaration" shall mean and refer to this Restated and Amended Declaration of Covenants, Conditions and Restrictions for Swift Creek Woods as amended from time to time.

Section 14. "Exclusive Common Area" shall mean and refer to those portions of the Common Area which have been restricted to use by less than all Owners.

Section 15. "Home" shall mean and refer to a residential dwelling and appurtenances thereto constructed or placed on a Lot within the Properties.

Section 16. "Lender" shall mean and refer to the holder, insurer or guarantor of a first mortgage encumbering a Lot.

Section 17. "Lot" shall mean and refer to a parcel of real property upon which a Home has, or will, be constructed or located. Once improved, the term Lot shall include the Home and all improvements thereon and appurtenances thereto. The term Lot, as used herein, may, or may not, reflect the same division of property as exists on the underlying Plat affecting the Properties.

Section 18. "Management Firm" shall mean and refer to the firm designated by the Declarant and/or Association as the Manager of those portions of the Properties which they are, respectively, obligated to operate and/or manage hereunder, if any.

Section 19. "Master Plan" shall mean and refer to the proposed Master Plan for the development of the Community, as it exists as of the date of recording this Declaration. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Lots and Common Areas which may be subjected by Declarant to the provisions hereof and shall not be deemed to obligate the Declarant to do so, or, be deemed to be a representation by Declarant as to the development of the Community or its amenities.

Section 20. "Operating Costs" shall mean and refer to all costs of ownership, operation and administration of the Association and Common Area to be paid by the Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area, utilities, taxes, insurance, bonds, salaries, management fees, professional fees, administrative costs, service costs, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association as provided herein.

Section 21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including contract sellers. The term "Owner" shall not include Declarant, or those persons or entities

designated by Declarant, or a Lender or those having an interest in a Lot or a portion of the Properties merely as security for the performance of an obligation.

Section 22. "Plat" shall mean and refer to the plat of the Properties of Swift Creek Woods, as filed in the Public Records of Leon County, Florida, as the same may be amended by Declarant, from time to time.

Section 23. "Properties" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, subject to additions thereto or deletions therefrom as may hereafter be brought within, or deleted from, the provisions and applicability of this Declaration.

Section 24. "Public Records" shall mean and refer to the Public Records of Leon County, Florida.

Section 25. "Rules and Regulations" shall mean and refer to the Rules and Regulations affecting the Properties as adopted from time to time.

Section 26. "Special Assessments" shall mean and refer to those Assessments more particularly described as Special Assessments in Article XXII hereof.

Section 27. "Withdrawal Notice" shall mean and refer to the notice by which portions of the Properties are withdrawn from the provisions of this Declaration as more particularly described in Article XXX hereof.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Properties, shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Area which it is entitled to use for their intended purpose, subject to the following provisions:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Lots as Exclusive Common Area.

(b) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

(c) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of Rules and Regulations governing the use of the Common Area.

(d) The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

(e) The right of Declarant and/or Association to modify the Common Area as set forth in this Declaration.

(f) The rights of Declarant and/or Association regarding the Properties, as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(g) Rules and Regulations adopted governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Association. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

ARTICLE III BINDING AGREEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Agreement. Each Owner by acceptance of title to a Lot and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Section 2. Transfer. Each Owner shall be prohibited from transferring title to a Lot for a period of two (2) years from the date on which the Owner acquired fee title to the Lot, except that this prohibition shall not apply to any builder who has acquired title to a Lot for the purpose of the construction and sale of a Home thereon. The transfer of the fee title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use and enjoyment of the Common Area as it pertains to that Lot. An Owner's rights and privileges under this Declaration are not separately assignable. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities according to, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

Section 3. Membership. Upon acceptance of title to a Lot and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Association. In addition to those rights granted herein, Membership rights are also governed by the provisions of

the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot.

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Declarant is the Class B member of the Association. Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon any of the events specified in Article XXVIII, Section 13.

Section 4. Voting Rights. Voting rights in the Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Association nor any Owner, nor group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration without the prior written consent of Declarant.

ARTICLE IV OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT FACILITIES

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the Property to the Association that portion of the Property shall be owned, operated and administered by the Declarant, at the sole cost of the Association, for all purposes and uses reasonably intended, as Declarant in his sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer such Property without interference from any Owner or Lender or any other person or entity whatsoever. Upon conveyance and/or dedication such Property shall become Common Area.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area to the Association, the portion of the Common Area so dedicated shall be owned, operated and administered by the Association for use and benefit of the owners of all property interests in the Properties, including, but not limited to, Association, Declarant, Owners and Lenders. Once conveyed or dedicated to the Association title to the Common Area may not, subject to the Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the prior written consent of Declarant being first had and obtained; and (ii) thereafter, the prior written consent being obtained from the Board and Owners in the manner provided in Article XXX, Section 10, hereof; and (iii) the prior written consent of the Declarant being first had and obtained.

Section 3. Construction of Facilities. Declarant may construct, at his sole cost and expense, certain improvements as part of the Common Area together with personalty contained

therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant shall be the sole judge of the composition of such improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to, from time to time, in its sole discretion, construct additional Common Area improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant, is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size and contents of the improvements or Common Area or changes or modifications thereto.

Section 4. Delegation. Once conveyed or dedicated to the Association the Common Area and improvements located thereon, shall, subject to the provisions of this Declaration, at all times be under the complete supervision, operation, control and management of the Association. The Association may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems appropriate.

Section 5. Use. The Common Area shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Area. Prior to the Community Completion Date, the Declarant, and thereafter, the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 6. Rules. Prior to the Community Completion Date, the Declarant, and thereafter the Association, shall have the right to adopt rules and regulations governing the use of the Common Area. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area.

Section 7. Exceptions. The Rules and Regulations shall not apply to Declarant, or its designees, or to any property owned by Declarant or its designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Lot by Declarant or its designees. Specifically, subject to the provisions of Article XXVII, and without limitation, Declarant, and/or its assigns, shall have the right to: (i) develop the Properties and construct improvements on any Lot and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general and administrative office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any of the Properties, Lots or Homes; (v)

