

# DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

## CANNON CREEK AIRPARK HOMEOWNERS' ASSOCIATION, INC.

(Merged: May 1, 1999)

Inst:2002009220 Date:05/06/2002 Time:15:11:02

**KNOW ALL MEN BY THESE PRESENCE:**

*MLK* DC, P. DeWitt Cason, Columbia County B:952 P:2708

That the original Declarations of Covenants, Conditions and Restrictions were made and entered into on the fifteenth (15) day of September, 1983 for Cannon Creek, by RAYMOND R. SESSIONS, JR., and his wife, PAULETTE DRAKE SESSIONS; and on the thirty-first (31) day of May, 1985 for Brothers Welcome, by RAYMOND R. SESSIONS, JR., and SHILPA U. MHATRE, hereinafter referred to as "Declarants". With the merger of these Declarations for Cannon Creek and Brothers Welcome, this Document henceforth becomes the Declarations of Covenants, Conditions and Restrictions for Cannon Creek Airpark Homeowners' Association, Inc., effective on May first (1), 1999.

### WITNESSETH:

WHEREAS, Declarant is the owner of certain real Property in Columbia County, Florida, which is more particularly described as:

Lots 1 through 28 of Cannon Creek Airpark, a subdivision according to the plat thereof recorded in Plat Book 5, Page 38, Public Records of Columbia County, Florida; and

Lots 1 through 45 of Brothers Welcome, a subdivision according to the plat thereof recorded in Plat Book 5, Page 56, Public Records of Columbia County, Florida; and

NOW THEREFORE, Declarant hereby declares that all of the Properties described above 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 the 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 Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

### ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to Cannon Creek Airpark Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI.

Section 4. "Common Areas" shall mean all real Properties owned or leased by the Association for the common use and enjoyment of the Owners including, but not limited to, roads, runways, taxiways, streets, pedestrian easements, golf cart easements and utility easements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Brothers Welcome or Cannon Creek Airpark.

Section 6. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, hereof.

Section 7. "Declarant" shall mean and refer to Raymond R. Sessions, Jr., and Paulette Drake Sessions, their

successors and assigns for Cannon Creek; and Raymond R. Sessions, Jr., and Shilpa U. Mhatre, their successors and assigns for Brothers Welcome.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Columbia County, Florida.

## **ARTICLE II: PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all private roads within the Properties, which rights shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas or Properties owned or maintained by the Association and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas or private roads to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded. No roads or roadway areas will be submitted to the County for acceptance and dedication until the roads and roadways shall meet county specifications and other requirements of the County.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas or private roads to the members of his family, his tenants, his guests or contract purchasers who reside on the Property.

## **ARTICLE III: MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot is subject to assessment and shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have one class of voting membership. Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## **ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges.
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (c) The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made.
- (d) Each such assessment together with interest costs shall also be the personal obligation to the person who was the Owner of such Property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the private roads and Common Areas situated on the Properties, including, but not limited to:

- (a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association.
- (b) Lighting improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices.
- (c) Management, maintenance, improvement and beautification of all taxiways, runways, roads, parks, lakes, ponds, buffer strips, recreation areas, facilities and Common Areas.
- (d) Doing any other thing necessary or desirable, in the judgment of the said Association to keep the Properties neat and attractive or to preserve or enhance the value of the Properties herein, or to eliminate fire, health or safety hazards, of which, in the judgment of the said Association, may be of general benefit to the Owners or occupants of lands included in the development.
- (e) Repayment of funds and interest thereon, borrowed by the Association.

Section 3. Maximum Annual Assessment. Until January 1 (one), 1985 (Cannon Creek), and until January 1 (one), of the year immediately following the conveyance of the first Lot to an Owner (Brothers Welcome), the maximum annual assessment shall be Twenty-five Dollars (\$25.00) per Lot.

- (a) From and after January 1 (one), 1985 (Cannon Creek), and from and after January 1 (one) of the year immediately following the conveyance of the first Lot to an Owner (Brothers Welcome), the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 (one), 1985 (Cannon Creek), or from and after January 1 (one) of the year immediately following the conveyance of the first Lot to an Owner (Brothers Welcome), the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or private roads provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or more frequent basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1 (one), 1985 in Cannon Creek; and on the first day of the month following the conveyance of the first Lot to the Owner or the sale of the first Lot under Agreement for Deed in Brothers Welcome. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the Property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas for roads or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

#### **ARTICLE V: ARCHITECTURAL CONTROL AND RESTRICTIVE COVENANTS**

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kinds, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. No mobile homes may be located on any Lot.

Section 3. No more than one single family dwelling shall be permitted on any Lot. No Lot shall be subdivided and sold in smaller parcels. No dwelling having a living area of less than one thousand-five hundred (1,500) square feet shall be permitted on any Lot except with design approval by the Architectural Committee. No dwelling or other building shall be erected on Lots nearer than twenty (20) feet to the front or rear Lot line and nearer than ten (10) feet to any interior Lot line and nearer than fifty-five (55) feet to the runway right of way. Anything herein to the contrary notwithstanding, Lots 1 and 28 in Cannon Creek and Lots 1 thru 10 in Brothers Welcome shall be permitted to have multifamily dwellings located thereon, either by way of apartments, condominiums, cooperatives, townhouses, duplexes or the like. Likewise, the minimum square footage shall not apply to Cannon Creek Lots 1 and 28 and Brothers Welcome Lots 1 thru 10; and the set back lines shall not apply to lots 1 thru 10 in Brothers Welcome.

Section 4. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Horses and ponies may be kept only in areas designated by the Architectural Committee. No signs of any kind shall be displayed to public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, except as may be required by any governmental agency, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any fence or fences may be installed on said easements, but if it is necessary for such fence or fences to be removed for installation or repair of utilities, then such removal shall be at Owner's expense. The easement area of each Lot and all improvements in it shall be maintained

continuously by the Owner of the Lot, except as to the extent for which a public authority or utility company is responsible. All utility lines located on easements shall be installed and buried underground.

Section 8. No dish antennas in excess of four (4) feet across at the widest point nor towers, antennas, or other structures higher than sixty (60) feet from ground level may be placed on any Lot unless prior approval is obtained from the Architectural Committee.

Section 9. All lots shall have underground utility system connections.

Section 10. The Association shall have access to the fifty (50) feet next to the runway and shall have the right to cut and remove any improvement, structure, tree, shrub or other obstruction located therein.

Section 11. Enforcement shall be by proceedings at law or at equity against person, or persons violating or attempting to violate any Covenants either to retain violation or to recover damages.

Section 12. Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the provisions which shall remain in full force and effect.

#### **ARTICLE VI: PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real Property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is as hereinbefore described.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental Declaration containing essentially the same substance as the instant Declaration in the sole discretion of the Declarant. Any subsequent or supplemental Declaration of Covenants and Restrictions shall interlock all rights or Members to the Association to the end that all rights resulting to Members of the Homeowners' Association shall be uniform.

Section 3. General Provisions Regarding Additional Property. In the event additional Property is added to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Property and private roads as established hereunder except to grant to the Owners of the Properties being added, the right to use the Common Properties and private roads as established hereunder.

#### **ARTICLE VII: AMENDMENT BY DEVELOPER**

Developer reserves and shall have the sole right to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein.

#### **ARTICLE VIII: ADDITIONAL COVENANTS AND RESTRICTIONS**

No Property Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on the Properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

#### **ARTICLE IX: GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the revisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Terms and Amendments. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed the day and year first above written.

**CANNON CREEK DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BROTHERS WELCOME DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Original Signed by Raymond R. Sessions, Jr.  
and Paulette Drake Sessions, September 15, 1983  
Recorded October 12, 1983

Original Signed by Raymond R. Sessions, Jr. and  
Shilpa U. Mhatre, June 6, 1985  
Recorded June 20, 1985


**CANNON CREEK AIRPARK HOMEOWNERS' ASSOCIATION, INC.  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Merger of Cannon Creek and Brothers Welcome into one (1) Association, Cannon Creek Airpark Homeowners' Association, Inc. was filed with the State of Florida in April, 1999. Merger Effective May 1, 1999.

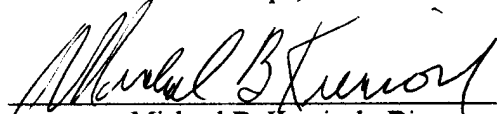
Association Directors Signing The Plan of Merger and The Merger Approval:

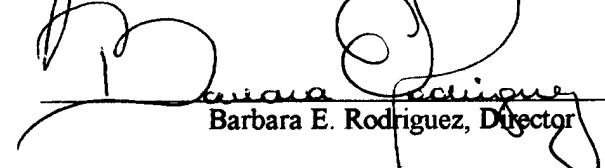
**CANNON CREEK DIRECTORS**

**BROTHERS WELCOME DIRECTORS**

  
Elaine G. Phillips, President/Director

  
James R. Chambers, President/Director

  
Michael B. Krecioch, Director

  
Barbara E. Rodriguez, Director

  
Albert V. Bratt, Director

  
Billy G. Stratton, Director

**BYLAWS:**

Original Bylaws of Brothers Welcome and Cannon Creek were approved July 9, 1987.  
Association Merger effective May 1, 1999.

**ARTICLES OF INCORPORATION:**

Dates of Original Articles of Incorporation (For Profit) were:  
Brothers Welcome Incorporated December 2, 1985.  
Cannon Creek Incorporated November 5, 1986.  
Brothers Welcome and Cannon Creek Changed to Not For Profit Corporations on June 3, 1996.

*New Page 5 - Covenants Amended April 29, 2006  
Section 13 Added to s. Covenants*

continuously by the Owner of the Lot, except those improvement for which a public authority or utility company is responsible. All utility lines located on easements shall be installed and buried underground.

Section 8. No dish antennas in excess of four (4) feet across at the widest point nor towers, antennas, or other structures higher than sixty (60) feet from ground level may be placed on any Lot unless prior approval is obtained from the Architectural Committee.

Section 9. All lots shall have underground utility system connections.

Section 10. The Association shall have access to the fifty (50) feet next to the runway and shall have the right to cut and remove any improvement, structure, tree, shrub or other obstruction located therein.

Section 11. Enforcement shall be by proceedings at law or at equity against person, or persons violating or attempting to violate any Covenants either to retain violation or to recover damages.

Section 12. Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the provisions which shall remain in full force and effect.

# Section 13. Construction of swimming pools on any lot shall be limited to the permanent "in-ground" type, having a water level when full which is below the elevation of the immediate surrounding graded ground surface. Pool design, construction, features, and security provisions shall meet all County and Local building code requirements. Pools constructed prior to the effective date of this covenant will be grand fathered and need not be in compliance therewith. (Amended April 29, 2006 to add Section 13 to the Covenants. This amendment recorded May 16, 2006.)

**ARTICLE VI: PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real Property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is as hereinbefore described.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by recordation of additional or supplemental Declaration containing essentially the same substance as the instant Declaration in the sole discretion of the Declarant. Any subsequent or supplemental Declaration of Covenants and Restrictions shall interlock all rights or Members to the Association to the end that all rights resulting to Members of the Homeowners' Association shall be uniform.

Section 3. General Provisions Regarding Additional Property. In the event additional Property is added to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Property and private roads as established hereunder except to grant to the Owners of the Properties being added, the right to use the Common Properties and private roads as established hereunder.

**ARTICLE VII: AMENDMENT BY DEVELOPER**

Developer reserves and shall have the sole right to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein.

**ARTICLE VIII: ADDITIONAL COVENANTS AND RESTRICTIONS**

No Property Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on the Properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

**ARTICLE IX: GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the revisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.