

PREPARED BY AND RETURN TO:
JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FALLING CREEK FARMS**

THIS DECLARATION is made this ~~11th~~ day of ~~December~~ 2020 by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as "the DECLARANT").

RECITALS:

WHEREAS, the DECLARANT is the owner of the real property situate, lying and being in Columbia County, Florida and described on **Exhibit A** attached hereto and made a part hereof ("PROPERTY"); and

WHEREAS, it is contemplated that the PROPERTY will be a community, known as "Falling Creek Farms", consisting of twelve (12) lots, which are approximately ten (10) to seventeen (17) acres in size, as generally shown on **Exhibit B** attached hereto and made a part hereof. Each lot shall be used for either recreational, single family residential or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION; and

WHEREAS, the DECLARANT desires to provide for the preservation and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY.

NOW, THEREFORE, the DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns.

ARTICLE I – INCORPORATION OF RECITALS

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

ARTICLE II – DEFINITIONS

The following words shall be defined in this DECLARATION in this manner:

2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.

2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.3 INTENTIONALLY DELETED

2.4 “OWNER” or “OWNERS” shall mean the legal title holder of record of any TRACT (including the DECLARANT), to include any natural person or legal person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from the DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.5 “PROPERTY” shall mean the approximate 158.73 acres of land situate in Columbia County, Florida and as is more particularly described on **Exhibit A** and is depicted on **Exhibit B**, both, attached hereto and which has been designated and named herein as “Falling Creek Farms.”

2.6 “TRACT” or “TRACTS” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** hereto.

2.7 “RESIDENTIAL USE” shall mean a use by a person (defined as natural or legal) as living quarters for one household only. For avoidance of doubt, Residential Use does not include multi-family occupancy or institutional property.

2.8 “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.9 “AGRICULTURAL USE” shall mean the cultivation of food crops, silviculture or livestock, and other ancillary uses thereto, including the marketing of agricultural products produced on the PROPERTY in compliance with any and all applicable laws, ordinances and regulations.

3.0 “MOBILE HOME” shall mean manufactured home, mobile home, modular home and house trailer.

ARTICLE III – PURPOSE

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly

development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

ARTICLE IV – USES AND RESTRICTIVE COVENANTS

The DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of the DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Homes:

One (1) MOBILE HOME will be permitted on each Lot, provided each and every MOBILE HOME shall comply with the following requirements:

- a. Be a minimum of twenty feet (20') wide with a minimum of 1,000 square feet exclusive of carports, porches and garages, and an enclosed foundation properly skirted with material compatible with the type house itself; and
- b. Be permanently installed in a neat and attractive manner with skirting completed within ninety (90) days after the Mobile Home is placed on the Lot; and
- c. Be in a state of good repair; and
- d. Be no older than five (5) years of age when placed on any Lots.

4.3 Traditional Homes: Single family residences other than MOBILE HOMES shall have a minimum of 1,000 square feet exclusive of carports, porches and grages, and shall be completed within one (1) year of the date of issuance of the building permit by Columbia County.

4.4 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than twelve (12) continuous months.

4.5 Setbacks: The minimum setback of any building, including, but not limited to, houses, barns, sheds, etc., shall be one hundred feet (100') from the front, twenty-five feet (25') from the rear, and twenty-five feet (25') from the side lines of a TRACT or in accordance with the applicable zoning regulations of Columbia County, Florida should such minimum setbacks established by the County be more restrictive than those stated herein.

4.6 Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection

requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.7 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit C** and made a part hereof for addition to existing board fencing.

4.8 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from public view and in accordance with any applicable ordinances and land use regulations of Columbia County, Florida. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.9 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

4.10 Sign Easements. The Declarant has installed or will install a community sign on Lot 1 and hereby reserves to itself an easement for the sign, and access easement for ingress and egress to and from the sign ("Sign Easement"), as described and depicted on **Exhibit D** and made a part hereof. Declarant shall have the right, but not the obligation or affirmative duty, to maintain, replace, or repair the signs in Declarant's sole and absolute discretion. The signs shall remain in place for the duration of this Declaration and may not be removed or modified by any Owner without prior written consent of Declarant. The Sign Easement shall run with title to Lot 1.

ARTICLE V - NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by electronic mail transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of the DECLARANT shall be:

DECLARANT: Raydient LLC dba Raydient Places + Properties LLC
Attention: CCR Manager
1 Rayonier Way
Wildlight, FL 32097
Email:

Telephone:

WITH A COPY TO: Rayonier Inc.
Attention: John R. Campbell
1 Rayonier Way
Wildlight, FL 32097
Email: john.campbell@rayonier.com
Telephone: (904) 441-1360

ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 **Enforcement:** Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Columbia County, Florida, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 **Recovery:** If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 **No Waiver:** Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 **Invalidation:** The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 **Term:** These COVENANTS shall be in full force and effect until December 31, 2040 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Columbia County, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to

reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: The DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any TRACT which do not lower the standards of the covenants and restrictions herein contained; (c) release any TRACT from any part of the covenants and restrictions contained herein which have been violated if the DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this DECLARATION without vote or consent of the OWNERS in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and (e) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION. The foregoing amendments may be made without the joinder or approval of any OWNER.

6.6.2 Amendment by OWNERS: Provided DECLARANT no longer owns any TRACT in the PROPERTY, these COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than sixty percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Columbia County, Florida. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTs, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by the DECLARANT.


6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional immovable property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Columbia County, Florida.


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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

Signed, sealed and delivered
in our presence as witnesses:

DECLARANT:
Raydient LLC dba Raydient Places +
Properties LLC, a Delaware limited liability
company



Printed Name: Crystal L. Cook

By: 
JOHN R. CAMPBELL
Its: Vice President

Kathleen S Brooks
Printed Name: KATHLEEN S BROOKS

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 17 day of December, 2020
by John R. Campbell as Vice President of Raydient LLC dba Raydient Places
+ Properties LLC, a Delaware limited liability company, on behalf of the company, who is personally
known to me.


Notary Public
Name: _____
My Commission Expires: _____

SEAL

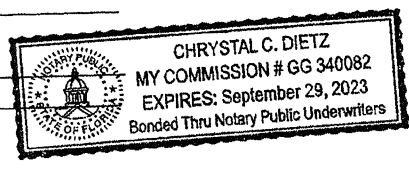


Exhibit A – Description of the Property

PARCEL "ONE":

A parcel of land lying in the SE 1/4 of the SE 1/4 of Section 25, Township 2 South, Range 16 East and lying in the NE 1/4 of the NE 1/4 of Section 36, Township 2 South, Range 16 East and lying in the SW 1/4 of the SW 1/4 of Section 30, Township 2 South, Range 17 East and lying in the NW 1/4 of the NW 1/4 of Section 31, Township 2 South, Range 17 East, Columbia County, Florida; said parcel being more particularly described as follows:

Commence at a found 4"x4" concrete monument located at the Southwest corner of the SW 1/4 of the SW 1/4 of said Section 30 and run thence N 00°33'49"W, along the West line of said SW 1/4 of SW 1/4, for a distance of 120.87 feet to a set 1/2" iron rod located on the Southeasterly right of way line of County Road 131 also known as Falling Creek Road (100' R/W) for the Point of Beginning. From the Point of Beginning thus described run N 31°27'22"E, along said Southeasterly right of way line of Falling Creek Road, for a distance of 1434.61 feet to a found 1/2" iron rod located on the North line of said SW 1/4 of SW 1/4; thence run N 88°22'14"E, along said North line of SW 1/4 of SW 1/4, for a distance of 572.96 feet to a set 1/2" iron rod located at the Northeast corner of said SW 1/4 of SW 1/4; thence run S 00°44'35"E, along the East line of said SW 1/4 of SW 1/4, for a distance of 1325.45 feet to a found 4"x4" concrete monument located at the Southeast corner of said SW 1/4 of SW 1/4 and also being the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 31; thence run S 00°35'20"E, along the East line of said NW 1/4 of NW 1/4, for a distance of 1323.66 feet to a set 1/2" iron rod located at the Southeast corner of said NW 1/4 of NW 1/4; thence run S 88°18'21"W, along the South line of said NW 1/4 of NW 1/4, for a distance of 1335.87 feet to a set 1/2" iron rod located at the Southwest corner of said NW 1/4 of NW 1/4 and also being the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 36; thence run S 88°18'21"W, along a Westerly prolongation of the South line of said NW 1/4 of NW 1/4 of said Section 31, for a distance of 710.12 feet to a set 1/2" iron rod located on the Southeasterly right of way line of said Falling Creek Road and being in a curve concave to the Southeast and having a radius of 5679.58 feet; thence run in a Northeasterly direction along the arc of said curve and along the Southeasterly right of way line of said Falling Creek Road as measured along a chord having a bearing of N 24°18'45"E for a chord distance of 1412.60 feet to a set 1/2" iron rod located at the end of said curve; thence run N 31°27'22"E, along said Southeasterly right of way line of Falling Creek Road, for a distance of 213.38 feet to the Point of Beginning.

Subject to any covenants, easements and/or restrictions of record.

The above described parcel being a portion of those certain lands of R(1999) Timberlands LLC, a Delaware Limited Liability Company as described and recorded in ORB 890, at Page 2119 of the public records of Columbia County, Florida.

PARCEL "TWO":

A parcel of land lying in the NE 1/4 of the SW 1/4 and lying in the SE 1/4 of the SW 1/4 of Section 31, Township 2 South, Range 17 East, Columbia County, Florida; said parcel being more particularly described as follows:

Commence at a found 8"x8" concrete monument located at the Southwest corner of said Section 31 and run thence N 87°57'22"E, along the South line of said Section 31, for a distance of 1333.66 feet to a set 1/2" iron rod located at the Southwest corner of said SE 1/4 of SW 1/4 for the Point of Beginning. From the Point of Beginning thus described run N 00°40'11"W, along the West line of said SE 1/4 of SW 1/4, for a distance of 1325.48 feet to a set 1/2" iron rod located at the Northwest corner of said SE 1/4 of SW 1/4 and also being the Southwest corner of said NE 1/4 of SW 1/4; thence run N 00°40'11"W, along the West line of said NE 1/4 of SW 1/4, for a distance of 1325.49 feet to a set 1/2" iron rod located at the Northwest corner of said NE 1/4 of SW 1/4; thence run N 88°08'10"E, along the North line of said NE 1/4 of SW 1/4, for a distance of 1333.90 feet to a found 4"x4" concrete monument located at the Northeast corner of said NE 1/4 of SW 1/4; thence run S 00°43'25"E, along the East line of said NE 1/4 of SW 1/4, for a distance of 1325.86 feet to a found 4"x4" concrete monument located at the Southeast corner of said NE 1/4 of SW 1/4 and also being the Northeast corner of said SE 1/4 of SW 1/4; thence run S 88°09'12"W, along the North line of said SE 1/4 of SW 1/4, for a distance of 210.05 feet to a set 1/2" iron rod; thence run S 00°36'03"E, parallel with the East line of said SE 1/4 of SW 1/4, for a distance of 1277.64 feet to a set 1/2" iron rod located near the North bank of a creek; thence continue S 00°36'03"E, parallel with the East line of said SE 1/4 of SW 1/4, for a distance of 44.00 feet to a set 1/2" iron rod located on the South line of said SE 1/4 of SW 1/4 and also being located near the South bank of a creek; thence run S 87°57'22"W, along the South line of said SE 1/4 of SW 1/4, for a distance of 1123.59 feet to the Point of Beginning.

Subject to any covenants, easements and/or restrictions of record.

The above described parcel being a portion of those certain lands of R(1999) Timberlands LLC, a Delaware Limited Liability Company as described and recorded in ORB 890, at Page 2119 of the public records of Columbia County, Florida.

Exhibit B – Survey

[See attached]

Exhibit C – Fence Specifications

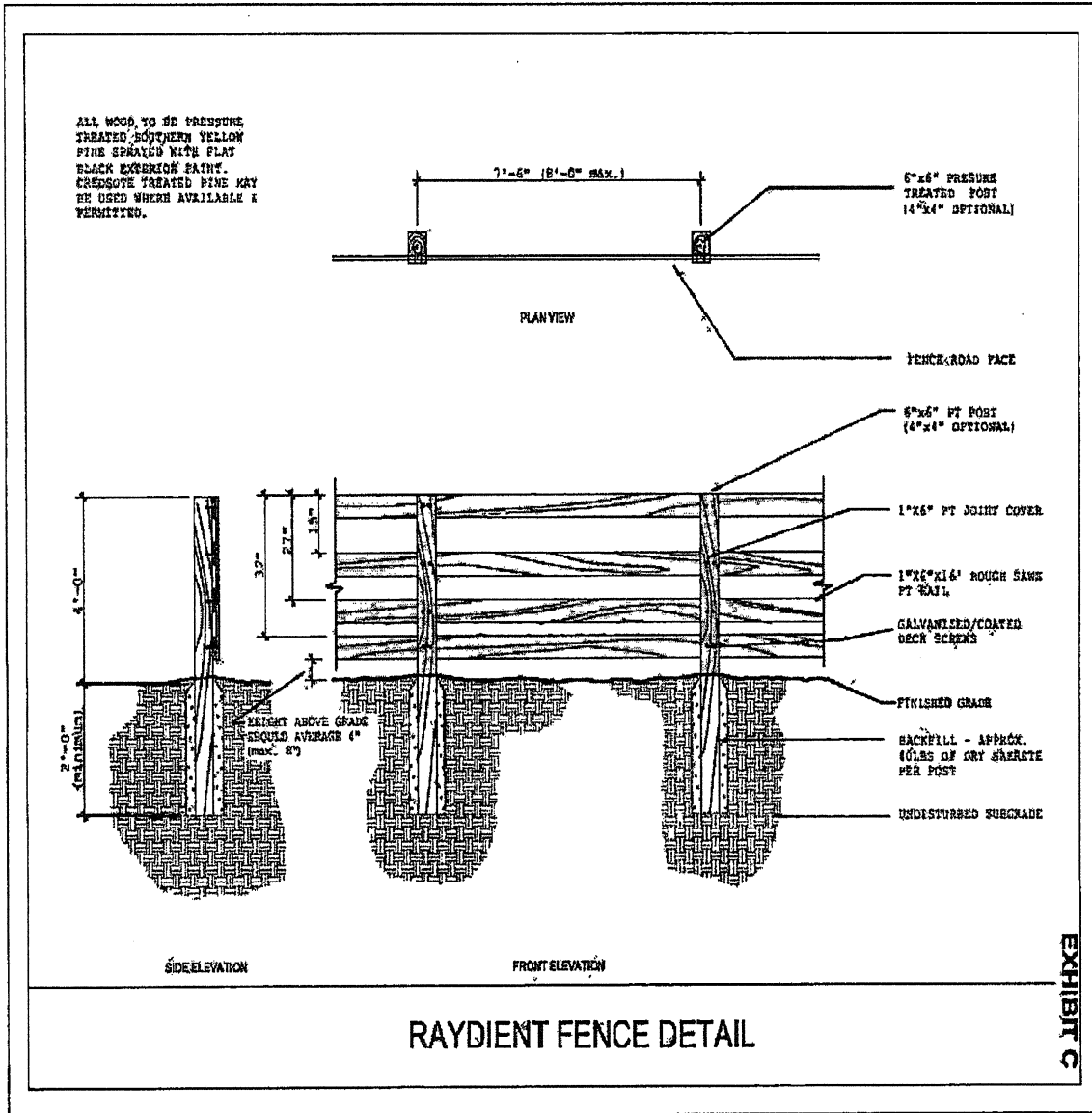


Exhibit D – Sign Easement

