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ARTICLE ONE  
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 located in Leon County, Florida, and is more particularly described as follows:

Commence at the Northeast corner of Section 25, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 00 degrees 11 minutes 09 seconds East 47.62 feet along the Eastern boundary of said section to the point of intersection with the Southern right-of-way of Buck Lake Road, said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING run thence West 1170.00 feet along said Southern right-of-way; thence leaving said right-of-way South 00 degrees 11 minutes 09 seconds East 1229.10 feet; thence East 109.08 feet; thence South 41 degrees 49 minutes 05 seconds East 353.11 feet to a point on a curve concave to the Southeast; thence Northeasterly along said curve with a radius of 190.00 feet through a central angle of 23 degrees 13 minutes 00 seconds for an arc length of 77.00 feet (chord of said arc being North 41 degrees 31 minutes 14 seconds East 76.47 feet); thence North 53 degrees 07 minutes 50 seconds East 418.43 feet to a point on a curve concave to the Northeast; thence Southerly along said curve with a radius of 1560.00 feet through a central angle of 04 degrees 59 minutes 46 seconds for an arc length of 136.03 feet (chord of said arc being South 26 degrees 33 minutes 15 seconds East 135.99 feet); thence North 60 degrees 56 minutes 52 seconds East 192.72 feet to a point of curve to the left; thence along said curve with a radius of 440.00 feet through a central angle of 26 degrees 52 minutes 28 seconds for an arc length of 206.38 feet (chord of said arc being North 39 degrees 41 minutes 34 seconds East 204.49 feet); thence North 09 degrees 48 minutes 51 seconds East 78.81 feet; thence North 00 degrees 11 minutes 09 seconds West 1054.40 feet to the POINT OF BEGINNING; containing 34.18 acres, more or less.

The East 30.00 feet being subject to the right-of-way of Nabb Road, a County Road.

ARTICLE TWO  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished

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3

as living area and which shall not include garages, carports, porches, patios, or storage areas.

(b) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "The Properties" shall mean and refer to all such existing properties or real property and additions thereto, as are subject to this Declaration or any supplemental Declaration.

ARTICLE THREE  
GENERAL PROVISIONS

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent

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4

to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner of record at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure 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. In any action brought to enforce these covenants the prevailing party shall be entitled to recover attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR  
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without

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limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE FIVE  
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

ARTICLE SIX  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be erected, placed, or altered on any lot and no clearing or grading of any lot shall take place until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot clearing and grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands. All plans shall have a minimum of 5 feet by 12 feet pitch in all roofs. All exterior painting selection shall be approved by the Architectural Control Committee prior to its application. The exterior of all buildings shall be a minimum of 35% brick unless prior approval is given in writing by the Architectural Control Committee. Four by eight (4 X 8) pine siding will not be

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permitted on the remaining exterior. All plans shall have a minimum of one window for each side per story or two per side, whichever is greater.

ARTICLE SEVEN  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee is composed of at least three of the officers of OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia Corporation, which is duly qualified to engage in business in the State of Florida. A majority of the committee may designate a representative to act for it, which representative need not be an officer of Ochlocknee Management Corporation. In the event of the death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event the surviving members of the Architectural Control Committee shall fail or refuse to appoint a successor or to designate any representative to act for it, then a majority of the owners of lots in Avondale Unit I shall have full authority to designate any successor or successors to those refusing or for any reason being unable to serve on such committee. No member of the Architectural Control Committee nor any designated representative of such committee shall be entitled to any compensation for services performed pursuant to this covenant. All references to the Committee hereinafter contained shall mean and include the Committee's designated representative as well as any and all successor committee members.

Section 2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been

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submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of any site construction, such plans and specifications shall be submitted to the Committee, or its representative, and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing lot clearing area, location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee, or its representative, for approval, a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee, or its representative, shall specify and require. The Committee shall have the power to waive side, front and rear setback requirements if same are less than a fifteen (15%) percent variance from the appropriate setback requirement.

ARTICLE EIGHT  
LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain in any lot other than one, detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and

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attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A lot may not be subdivided into a smaller lot than shown on the recorded plat of Avondale Unit I subdivision. Two or more lots may be added together and considered as one lot for building purposes only.

A guest house will be permitted as a detached building provided that the building lot(s) of a property owner contain(s) at least one acre of area. The guest house will be subject to all of the restrictions and architectural control of the main residence.

ARTICLE NINE  
TEMPORARY STRUCTURES; TRAILERS AND BOATS, ETC.

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any lot at any time.

Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE TEN  
DWELLING QUANTITY AND SIZE

No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure, exclusive of porches, garages, carports, and patios, shall contain at

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least one thousand four hundred (1,400) square feet of Living Area.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than nine hundred (900) square feet and must be completely finished as living area, and at least five hundred (500) square feet of the second floor area must be completely finished as living area. The total square footage must be equal or exceed that of the one story dwelling.

ARTICLE ELEVEN  
LOT AREA AND BUILDING LOCATION

(a) No dwelling shall be erected or placed on any lot unless the lot contains at least thirteen thousand five hundred (13,500) square feet.

(b) No building shall be located on any lot nearer to the front line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (35) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

(c) No building shall be located nearer than ten (10) feet to an interior lot line and must be at least twenty (20) feet from an existing adjacent house. No dwelling shall be located on any lot nearer than thirty-five (35) feet to the rear lot line.

(d) No driveway shall be located nearer than three (3) feet to an interior lot line except a back-up turn-around pad may be located as near as one (1) foot to a property line.

(e) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front

property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior lot line. All fences shall be wood and shall not exceed six (6) feet in height.

(f) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE TWELVE  
GARAGES AND CARPORTS

Each Living Unit shall have a functional two (2) car carport or two (2) car garage which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall present a broken and obscured view from the outside thereof. All carport entrances shall face either a side lot line or the rear lot line.

ARTICLE THIRTEEN  
ACCESSORY STRUCTURE

The only detached structures that may be constructed shall be a detached garage for no more than three (3) cars or a guest house as provided for in Article Eight of these covenants. In addition, storage buildings that may include a tool room or workshop may be constructed with the Architectural Control Committee's approval. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control Committee approval before construction commences.

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ARTICLE FOURTEEN  
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete, river rock or brick unless specifically waived by Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All culverts under said driveway shall meet the approval of the Architectural Control Committee and shall be consistent with all neighbor driveway culverts. All culverts must be at least 18" in diameter with concrete mitered end sections as shown in exhibit "A". Asphalt driveways are prohibited. All driveways shall be sloped and rounded so that all water shall drain into the yard of the property owner.

ARTICLE FIFTEEN  
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

Exterior radio and television installations must be approved in writing by the Architectural Control Committee. If a central television antenna system is available in the area, this central system must be used in lieu of individual antenna systems. No satellite dish shall be installed unless it is placed behind the residence; however, in no event shall said satellite dish be visible from the street which runs in front of the property.

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ARTICLE SIXTEEN  
WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system of any type shall be permitted on any lot as City Water is available. Individual septic tanks are permitted to the county specifications and requirements.

ARTICLE SEVENTEEN  
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish or other waste. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner as to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

ARTICLE EIGHTEEN  
VENTING OF BATHROOMS AND KITCHEN

No window air conditioning units shall be installed in the front or any side of a building, and all exterior central heating and/or air conditioning compressors or other equipment shall be located to the rear of the residence and shall not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee. All venting of bathrooms and the kitchen shall be in the rear of the residence and shall not be visible from the street in front of the residence.

ARTICLE NINETEEN  
MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or

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magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. All support structures must be according to exhibit "B" for said mail boxes. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE TWENTY  
TREE REMOVAL

No trees of greater than five inches in diameter shall be removed from said lots except within the four corners of all buildings plus five feet on each side, within the driveway right-of-way and within all utility easements without the written approval of the Architectural Control Committee. No dogwoods, regardless of size, without the approval of the Architectural Control Committee, unless such dogwoods shall lie within the areas permitted for removal of trees generally in the preceding sentence, shall be removed from the property.

ARTICLE TWENTY-ONE  
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

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ARTICLE TWENTY-TWO  
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE TWENTY-THREE  
EASEMENTS

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 material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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15

ARTICLE TWENTY-FOUR  
LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood. The Architectural Control Committee may, in its discretion, establish a reasonable limitation for the number of household pets allowable for each residence.

ARTICLE TWENTY-FIVE  
OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE TWENTY-SIX  
NUISANCE

No noxious 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 or tend to damage or destroy either private or public property.

ARTICLE TWENTY-SEVEN  
BUSINESS USE PROHIBITED

No business or occupation of any type shall be conducted on or from any lot.

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ARTICLE TWENTY-EIGHT  
MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly muffled so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go-cart" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within Avondale Unit I subdivision. This does not apply to vehicles used by the U.S. Post Office Department or by law enforcement agencies.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

ARTICLE THIRTY  
ASSOCIATION

(A) The Association shall be known as Avondale Subdivision Owner's Association, Inc., and shall be incorporated under the laws of the State of Florida, as a corporation not for profit. The property owners and the members shall be responsible for operating the Association after its incorporation.

(b) The owner of each unit constructed in the subdivision must automatically be a member of the Association, provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or lot.

(c) In the event such owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.

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(d) Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the Charter of By-Laws of the Association.

(e) Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Developer or Subdivider shall serve as the Administrator until such time as the Developer has conveyed title to all of the lots to persons other than affiliates or subsidiaries of Developer, at which time there shall be an election by the membership to choose an Administrator.

(f) Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Developer shall have two votes for each lot or unit owned by it until all lots or units have been conveyed to persons other than affiliates or subsidiaries of Developer.

ARTICLE THIRTY-ONE  
ASSESSMENTS

(a) In determining the pro rata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association, each unit which may be constructed, whether actually constructed or not shall be deemed one unit, and the total number of units shall be divided into the cost to be allocated, with each unit assessed the resultant cost thereof.

(b) The owner of the lot upon which each unit has been or may be constructed shall be the person liable to the Association for payment of the cost allocated to such unit, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.

(c) Each owner shall contribute to the property owners' association a monthly fee of eight (\$8.00) dollars

per month beginning the month of ownership, which sum shall be collected and deposited to the account of the property owner's association. This monthly fee is due and payable the first of each month. After the 10th of each month, a \$5.00 per month late charge shall be assessed. The Developer is considered one owner and is required to pay only one monthly fee until all lots are sold.

(d) The Administrator shall have the power and authority to increase the said monthly fee in the event the maintenance and affairs of the Association require additional funds. All increases shall then be approved by the majority vote of lot or unit owners, with each lot or unit owner having one vote, except the Developer, which shall have two votes for each lot it owns.

(e) The owner of each lot whether a unit has been constructed on the property or not, shall be the person liable to the Association for the payment of its share of the cost allocated to such lot.

ARTICLE THIRTY-TWO  
SPECIAL ASSESSMENTS

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a pro rata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of members of the Association, with each lot constituting one member. The Developer shall be assessed for each of the lots to which it still retains title and which have not been sold.

ARTICLE THIRTY-THREE  
LIENS

(a) Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association, shall be secured by a lien upon the tract of the owner.

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per month beginning the month of ownership, which sum shall be collected and deposited to the account of the property owner's association. This monthly fee is due and payable the first of each month. After the 10th of each month, a \$5.00 per month late charge shall be assessed. The Developer is considered one owner and is required to pay only one monthly fee until all lots are sold.

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ARTICLE THIRTY-THREE  
LIENS

(a) Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association, shall be secured by a lien upon the tract of the owner.

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(b) If any sum due by an owner to the Association is not paid within thirty (30) days from the date of billing by the Administrator to the owner, the owner shall pay to the Association interest thereon at the rate of twelve (12%) percent per annum, accruing from a date thirty (30) days after the date of such billing, which interest shall also be secured by such lien.

(c) Such lien shall attach to and become effective against the tract upon filing of a notice of lien by the Administrator among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing, and the date of the commencement of the accrual of interest. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a tract as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a tract in lieu of foreclosure, such acquirer of title, his or its heirs, successors and assigns, shall not be liable for the assessments pertaining to such tract or chargeable to the former owner of such tract which became due prior to the acquisition of the title to such tract as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure. All of such unpaid assessments shall be deemed to be common expenses collectible on a pro rata basis from all of the members of the Association.

(d) A copy of such notice shall be sent by the Administrator to the owner ten (10) days after filing of the same among the Public Records of Leon County, Florida. However, failure of the Administrator to send such notice to the owner shall in no way invalidate the lien.

(e) Such lien may be foreclosed by the Association, its successors and assigns, in the same manner as a

mortgage, and in the event foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including a reasonable attorney's fee.

ARTICLE THIRTY-FOUR  
USE OF FUNDS

(a) All of the funds paid to the Association shall be maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

(b) Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

ARTICLE THIRTY-FIVE  
ASSOCIATION AREAS OF RESPONSIBILITY

(a) It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.

(b) It shall be the responsibility of the Association to insure that "Common Areas" described in Article 36 and other applicable articles herein are continually maintained and repaired pursuant to Article 37 and as provided in said article and other applicable articles herein.

ARTICLE THIRTY-SIX  
COMMON AREAS

The common areas shall include, but not be limited to, the following:

(a) The open space and common areas not included in any of the lots;

(b) All easements, including those for utilities, parking, roadways, and other purposes;

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21

- (c) Such other areas as may be determined by the Administrator to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the subdivision.

ARTICLE THIRTY-SEVEN  
MAINTENANCE SERVICES

The maintenance services for the designated "common areas" herein shall be provided by the Association and each owner shall pay to the Association his pro rata share of the cost of the maintenance thereof. Maintenance services shall include but not be limited to the following:

- (a) Planting, irrigating, mowing, fertilizing and spraying of the plants and grasses placed and maintained in open spaces and common areas and entrance.
- (b) The maintenance of any entrance sign and street signs.
- (c) The maintenance and upkeep of the parks and recreation areas.

ARTICLE THIRTY-EIGHT  
ARCHITECTURAL CONTROL BY THE ASSOCIATION

(a) No building, wall, structure or other additional improvements shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefore and the location thereof upon the lot have been approved by the Administrator as to quality of workmanship and materials, harmony of external design with existing or proposed structure, and as to location upon a lot or building site.

(b) All plans submitted shall include a plot plan showing the location of the proposed improvements upon a building site. Refusal of the approval of the plans and specifications or location of the improvements by the

Administrator may be based upon any ground, including solely aesthetic grounds.

The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Administrator's approval. The Association shall assume all powers and responsibilities of the Architectural Control Committee pursuant to and as provided for herein.

ARTICLE THIRTY-NINE  
LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons. As a member of the Association, each individual property specifically agrees and consents to this article.

ARTICLE FORTY  
SALE, LEASE AND OTHER  
DISPOSITION OF HOUSES BY SUBDIVIDER

None of the limitations contained in this instrument relating to the sale, lease, devise, or other disposition of tracts, lots or units shall apply to the Subdivider.

ARTICLE FORTY-ONE  
ENFORCEMENT

No provisions contained herein shall prevent Developer or Subdivider, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any of the common elements, limited common elements or houses, nor shall said provisions in any way prevent the Developer or Subdivider from developing said subdivision or from maintaining such sign or signs on the subdivision

property as may be necessary for the sale, lease or other disposition thereof.

ARTICLE FORTY-TWO  
ENFORCEMENT

The provisions hereof may be enforced by the Developer, the Association, or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach hereof. In addition, whenever there shall have been build upon any lot structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. Should either the Developer or the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Developer or the Association, as the case may be, all costs incurred including a reasonable attorney's fee. Any and all costs incurred by the Association in the enforcement hereof, including attorney's fee, shall become a lien against the property, subject to the same terms and conditions as the line set forth in Article Thirty-Three.

ARTICLE FORTY-THREE  
WAIVER

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to so do thereafter as to either the same breach or a subsequent breach.

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ARTICLE FORTY-FOUR  
SEVERABILITY

Invalidation of any one or more of the provisions thereof by a court of competent jurisdiction shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

ARTICLE FORTY-FIVE  
AMENDMENT

The Developer reserves the right to include in any contract hereinafter made, any additional restrictive covenants deemed necessary by the Developer. The provisions hereof may be modified, amended or repealed at any time by the Developer during such time as the Developer, its subsidiaries or affiliates, are the owner of any of the lots in the Subdivision, and after such time as the Developer, its subsidiaries or affiliates, no longer own any lot in the Subdivision by majority vote of the members of the Association. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Developer or by the Association shall affect the lien of any mortgage then encumbering any of the lands in the Subdivision, nor the right or powers of the holder of any such mortgage.

ARTICLE FORTY-SIX  
EFFECT

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.

OR1287761571

IN WITNESS WHEREOF, Ochlocknee Management Corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 21<sup>st</sup> day of October, A.D. 1987.

OCHLOCKNEE MANAGEMENT CORPORATION

Robert E. Ashmore, Jr.  
By: Robert E. Ashmore, Jr.

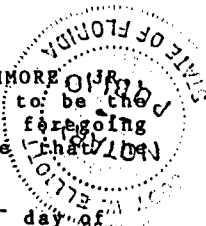
STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF LEON )

Before me personally appeared ROBERT E. ASHMORE, the Developer, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21<sup>st</sup> day of October, 1987, at Leon County and State aforesaid.

Jody Elliott  
Notary Public in and for the County and State aforesaid.

My Commission Expires:  
Notary Public, State of Florida At Large  
My Commission Expires Feb. 20, 1991  
Bonded By Regency Insurance Company







This instrument was prepared by:  
JOHN K. FOLSOM  
Attorney at Law  
122 South Calhoun Street  
Tallahassee, Florida 32301

OR1538PC0935

RECORDED  
26. JAN 27 1992  
OFFICE OF THE CLERK  
TALLAHASSEE, FLORIDA

1111599

AVONDALE, UNIT IV  
IMPOSITION OF COVENANTS AND RESTRICTIONS

This indenture is made and entered into this 21st day of January, 1992, by  
OCHLOCKNEE MANAGEMENT CORPORATION.

OCHLOCKNEE MANAGEMENT CORPORATION, the owner in fee simple of the real property described in Exhibit "A" attached hereto, known as Avondale, Unit IV, does hereby impose the Declaration of Covenants and Restrictions contained in Avondale Unit I Declaration of Covenants and Restrictions recorded October 11, 1987, in Official Record Book 1287 at Page 1546 of the Public Records of Leon County, Florida, on the real property described in Exhibit "A" attached hereto, which covenants and restrictions shall be binding on all future owners of real property described in Exhibit "A" attached hereto and which shall run with the land and said real property shall be held, transferred, sold, conveyed and occupied subject to said covenants and restrictions.

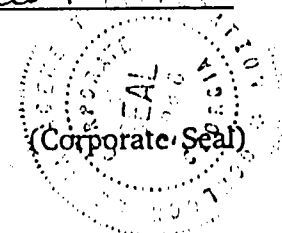
IN WITNESS WHEREOF, OCHLOCKNEE MANAGEMENT CORPORATION has caused these presents to be signed as of the day and year above written.

Signed and delivered in the presence of:

*John K. Folsom*  
John K. Folsom  
*Margaret A. Folsom*  
Margaret A. Folsom

OCHLOCKNEE MANAGEMENT CORPORATION  
1288 Timberlane Rd., Tallahassee, FL. 32312

By: *Jody W. Elliott*  
JODY W. ELLIOTT  
Vice President



STATE OF FLORIDA

OR1538PC0936

COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st day of January 1992, by JODY W. ELLIOTT as Vice President of OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia Corporation, on behalf of the Corporation, who is personally known to me and has produced F/A License 430-439-48-587 as identification and who did not take an oath.

*Margaret A. Folsom*  
Margaret A. Folsom  
NOTARY PUBLIC  
State of Florida at Large

My Commission Number is CC114966  
My Commission Expires June 04, 1995

Notary Public, State of Florida  
My Commission Expires June 4, 1995  
Bonded Through Troy Fain - Insurance Inc.

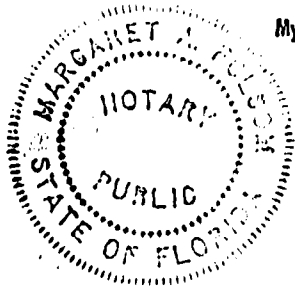


EXHIBIT "A"

00153800937

Commence at the Northeast corner of Section 25, Township 1 North, Range 1 East, Leon County, Florida and run thence South 00 degree 11 minutes 09 seconds East 47.62 feet along the Eastern boundary of said Section 25 to the point of intersection with the Southern right-of-way boundary of Buck Lake Road; thence continue along said Eastern section boundary South 00 degrees 11 minutes 09 seconds East 2536.44 feet to the Southeast corner of Avondale Unit III, as per map or plat thereof recorded in Plat Book 10, Page 23 of the Public Records of Leon County, Florida, said point being marked by a concrete monument, said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said Eastern section boundary the following two (2) courses: 1) South 00 degrees 11 minutes 09 seconds East 5.00 feet; 2) South 00 degrees 11 minutes 09 seconds East 387.31 feet; thence North 90 degrees 00 minutes 09 seconds West 1170.00 feet; thence North 00 degrees 11 minutes 09 seconds West 372.31 feet to the Southwest corner of the aforesaid Avondale Unit III; thence along the Southern boundary of said Avondale Unit III the following two (2) courses: 1) South 90 degrees 00 minutes 00 seconds East 1165.00 feet; 2) South 90 degrees 00 minutes 00 seconds East 5.00 feet to the POINT OF BEGINNING. Containing 10.000 Acres, more or less.