

DR134401301

DYREHAVEN SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

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APPROVED BY THE PUBLIC  
OFFICE OF THE CLERK OF THE  
COURT  
PAUL J. HARRISFIELD  
CLERK OF CIRCUIT COURT  
OCT 18 3 00 PM '88

STATE OF FLORIDA )  
COUNTY OF LEON )

KNOW ALL MEN BY THESE PRESENTS, that BRAMCO, INC., "Developer" of Tallahassee, Florida, being the owner and developer of DYREHAVEN SUBDIVISION located in the County of Leon, State of Florida, and as such real property is herein below more particularly described, makes the following Declaration of Covenants and Restrictions specifying that this Declaration shall be binding upon Developer and upon all persons deriving title through Developer. The covenants and restrictions set forth hereinafter, during their lifetime, shall be for the benefit of and constitute a limitation upon all present and future owners of the real property described below.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the benefits to be derived by Developer and each and every subsequent owner of any of the lots or real property in said subdivision, the Developer does hereby establish, promulgate and declare the following covenants and restrictions to apply to all of the said lots and property lying within the subdivision, to the Developer, and to any and all persons deriving title through Developer and to all persons owning said lots or property within this subdivision or any of them hereafter; these protective covenants and restrictions shall become effective immediately and run with the aforementioned land and shall be binding upon all such owners, their heirs, successors, personal representatives and assigns.

ARTICLE I

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:

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SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

ARTICLE II

Definitions

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

(a) "Association" shall mean and refer to the Dyrehaven Owners' Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of Dyrehaven Owners' Association, Inc.

(c) "Common Properties" shall mean and refer to those areas of land shown on any subdivision plat of the property and intended to be devoted to the common use and enjoyment of the owners of the property.

(d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living areas and which shall not include garages, carports, porches, patios, or storage areas.

(e) "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.

(f) "Lot" shall mean and refer to any plot of land shown upon any subdivision map of The Property. (EXHIBIT A-1)

(g) "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.

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(h) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article XXIX.

(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 III

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 fifty (50) 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 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 Member or 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 the Association or any Owner to enforce any

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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's fees and costs.

Section 4. 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.

ARTICLE IV

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 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 V

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 VI

Architectural Control

No building, fence, wall or other structure shall be erected, placed, or altered on any lot and no clearing or

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

ARTICLE VII

Architectural Control Committee

Section 1. Membership. The Architectural Control Committee is composed of at least three (3) persons designated by Bramco, Inc., a Florida corporation. A majority of the committee may designate a representative to act for it, which representative need not be an officer of Bramco, Inc. 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 Dyrehaven Subdivision shall have full authority to designate any

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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 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 percent (15%) variance from the appropriate setback requirement.

ARTICLE VIII

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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 on 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 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 six 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 plat of Dyrehaven 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 IX

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.

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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 X

Dwelling Quantity and Sizes

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 least eighteen hundred (1800) 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 eleven hundred (1100) square feet and must be completely finished as living area, and at least five hundred fifty (550) 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 XI

Lot Area and Building Location

(a) No dwelling shall be erected or placed on any lot unless the lot contains at least twenty thousand (20,000) 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 plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street.

(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.

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(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 XII

##### 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 XIII

##### 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 VIII 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.

ARTICLE XIV

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Driveway and Walkway Construction

All driveways shall be constructed of concrete, river rock or brick unless specifically waived by the 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 "B". 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 XV

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.

ARTICLE XVI

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Water Supply and Sewage Disposal

Individual septic tanks are permitted and shall be designed, located, and constructed in accordance with State and local specifications and requirements. Location of all wells and septic tanks must be approved by the Architectural Control Committee.

ARTICLE XVII

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 XVIII

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 XIX

Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location,

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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 XX

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 rights-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 XI

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.

ARTICLE XXII

Sight Distance at Intersection

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

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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 XXIII

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.

ARTICLE XXIV

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 XXV

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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 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 XXVI

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 XXVII

Business Use Prohibited

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

ARTICLE XXVIII

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 rights-of-way within Dyrehaven 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 XIX

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Association

(a) The Association shall be known as Dyrehaven Owners' 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.

(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 or 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 XXX

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Assessments

(a) In determining the prorata 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 an annual fee of One Hundred Dollars (\$100.00) beginning the month of ownership, which sum shall be collected and deposited to the account of the property owners' association. This annual fee is due and payable in equal installments semiannually on the first day of January and July. After ten days a \$25.00 per month late charge shall be assessed. The Developer is considered one owner and is required to pay only one annual fee until all lots are sold.

(d) The Administrator shall have the power and authority to increase the said annual 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.

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(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 XXXI

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 prorata 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 XXXII

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.

(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 per cent (12%) 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

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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 prorata 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 XXXIII

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 co-mingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

ARTICLE XXXIV

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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 XXXV and other applicable articles herein are continually maintained and repaired pursuant to Article XXXVI and as provided in said article and other applicable articles herein.

ARTICLE XXXV

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;
- (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 XXXVI

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 prorata 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 sign.

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(c) The maintenance and upkeep of the parks and recreation areas.

ARTICLE XXXVII

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 therefor 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 structures, 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 XXXVIII

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

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and abatement or removal shall not be deemed a trespass. Should either the developer of 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 of 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 lien set forth in Article XXXII.

ARTICLE XLII

Waivers

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.

ARTICLE XLIII

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 XLIV

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

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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 owner specifically agrees and consents to this article.

ARTICLE XXXIX

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 XL

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 XLI

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 built upon any lot a 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

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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 XLV

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.

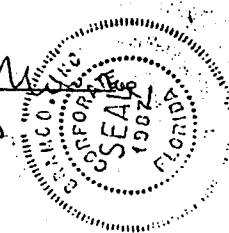
IN WITNESS WHEREOF, BRAMCO, INC. has caused this instrument to be signed in its name by its proper officers and the corporate seal to be hereunto affixed this 17<sup>th</sup> day of October, 1988.

Signed, sealed and delivered in our presence as witnesses:

April J. Cook  
Jessie Yelveston

BRAMCO, INC.

By W. Bradley Muncie  
President



STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me by W. Bradley Muncie as President of BRAMCO, INC. this 17<sup>th</sup> day of October, 1988.

Jessie Yelveston  
Notary Public  
My Commission expires: 10/10/11  
Notary Public, State of Florida  
My Commission Expires: 10/10/11

Exhibit "A"

DR1344PC1324

Page 1 of 2

PARCEL 3: A tract of land lying in Section 16, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows: Begin at a concrete monument marking the Southeast corner of Lot 1, Block "K" of Hill 'N Dale Estates, Unit No. 1, a subdivision recorded in Plat Book 3, Page 223 of the public records of Leon County, Florida and run South 89 degrees 30 minutes 19 seconds East along the South boundary of a tract of land described in Official Records Book 163, Page 174 and along the South boundary of a tract of land described in Official Records Book 163, Page 173 of the public records of Leon County, Florida, a distance of 526.93 feet to a concrete monument marking the Southeast corner of said property described in Official Records Book 163, Page 173, thence North 00 degrees 02 minutes 37 seconds East along the East boundary of said property 412.91 feet to an iron pin on the Southerly right of way boundary of Queen Anna Avenue (60 foot right of way), thence Easterly and South-easterly along said right of way boundary as follows: South 89 degrees 31 minutes 56 seconds East 242.05 feet to a concrete monument marking a point of curve to the right, thence along said right of way boundary and said curve with a radius of 574.03 feet, through a central angle of 44 degrees 58 minutes 04 seconds, for an arc distance of 450.52 feet to a concrete monument, thence South 44 degrees 33 minutes 52 seconds East 349.66 feet to a concrete monument marking the intersection of said Southerly right of way boundary with the Northwesterly right of way boundary of Vistavia Drive (60 foot right of way), thence leaving said Southerly right of way boundary run South 45 degrees 22 minutes 29 seconds West along the Northwesterly right of way boundary of said Vistavia Drive a distance of 341.03 feet to a concrete monument marking a point of curve to the right, thence along said right of way boundary and said curve with a radius of 571.97 feet, through a central angle of 45 degrees 04 minutes 31 seconds, for an arc distance of 449.97 feet to a concrete monument, thence North 89 degrees 33 minutes 00 seconds West along the Northerly right of way boundary of said Vistavia Drive a distance of 769.95 feet to an iron pin on the East boundary of said Hill 'N Dale Estate, Unit No. 1, thence North along said East boundary 412.28 feet to the Point of Beginning.

RECORDING NOTICE  
 Document legibility unsatisfactory  
 for clear reproduction in the public  
 records.

ALSO:

Commence at a concrete monument marking the Southeast corner of Lot 1, Block "K" of Hill 'N Dale Estates, Unit No. 1, a subdivision recorded in Plat Book 3, Page 223 of the public records of Leon County, Florida, and run South along the East boundary of said Hill 'N Dale Estates, Unit No. 1 a distance of 472.28 feet to a concrete monument on the South right of way boundary of Vistavia Drive (60 foot right of way) for the Point of Beginning. From said Point of Beginning run South 89 degrees 33 minutes 00 seconds East along said right of way boundary 769.48 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 631.97 feet, through a central angle of 45 degrees 04 minutes 31 seconds, for an arc distance of 497.18 feet to a concrete monument, thence North 45 degrees 22 minutes 29 seconds East along the Southeasterly right of way boundary of said Vistavia Drive a distance of 340.96 feet to a concrete monument marking the intersection of said Southeasterly right of way boundary with the Southwesterly right of way boundary of Queen Anna Avenue (60 foot right of way), thence South 44 degrees 33 minutes 52 seconds East along said right of way boundary 394.81 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 628.26 feet, through a central angle of 16 degrees 29 minutes 34 seconds, for an arc distance of 180.85 feet to a concrete monument marking the intersection of said Southwesterly right of way boundary with the Westerly right of way boundary of Shenandoah Avenue (60 foot right of way), thence South 19 degrees 21 minutes 42 seconds West along said Westerly right of way boundary 30.80 feet to a concrete monument marking a point of

Exhibit "A"

Page 2 of 2

DR1344PC1325

Curve to the left, thence along said right of way boundary and said curve with a radius of 318.25 feet, through a central angle of 19 degrees 37 minutes 56 seconds, for an arc distance of 109.05 feet to a concrete monument, thence South 00 degrees 16 minutes 14 seconds East along said right of way boundary 699.67 feet to a concrete monument marking a point of curve to the right, thence along said right of way boundary and said curve with a radius of 639.18 feet, through a central angle of 27 degrees 01 minute 57 seconds, for an arc distance of 301.57 feet to a concrete monument marking the intersection of the Westerly right of way boundary of said Shenandoah Avenue with the North right of way boundary of I-10, thence North 89 degrees 45 minutes 29 seconds West along said right of way boundary 1735.21 feet to a Department of Transportation iron pin, thence North 87 degrees 54 minutes 56 seconds West along said right of way boundary 53.13 feet to a concrete monument on the East boundary of said Hill 'N Dale Estates, Unit No. 1, thence North along said East boundary 1091.89 feet to the Point of Beginning.

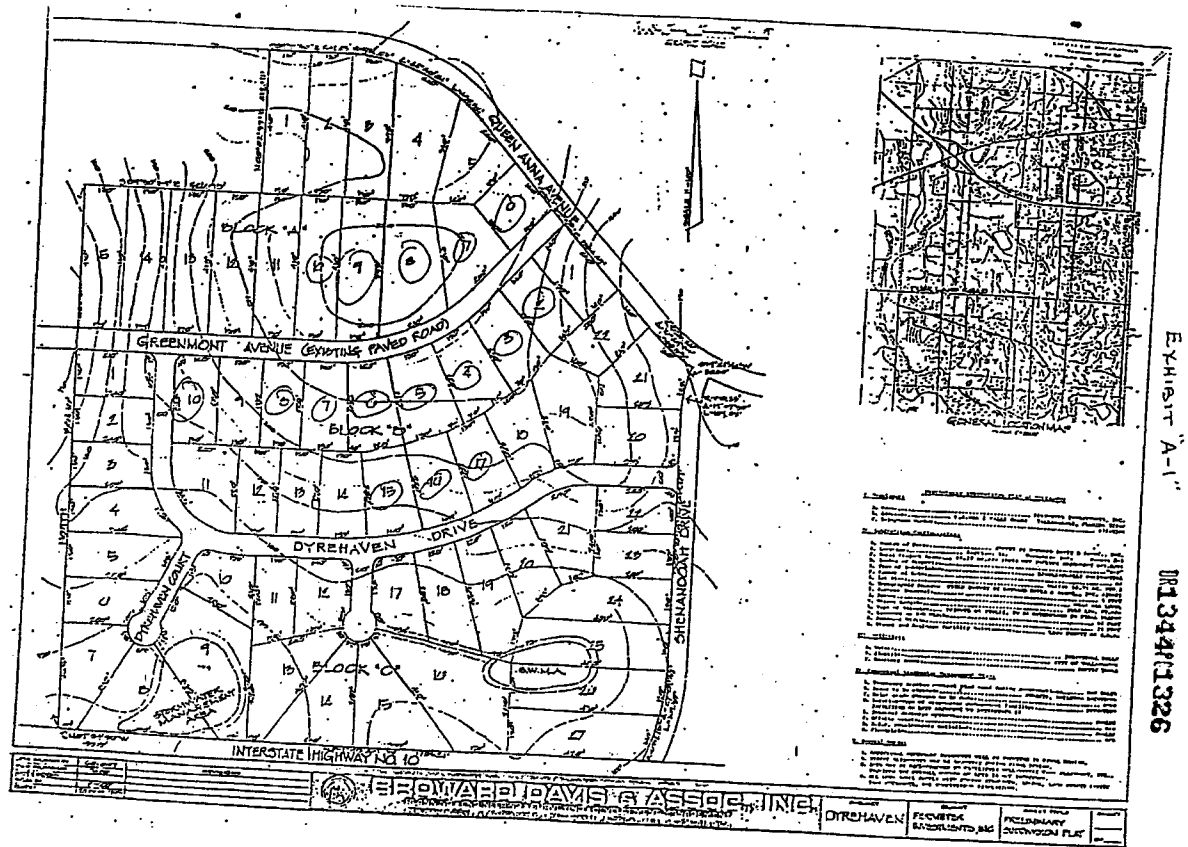
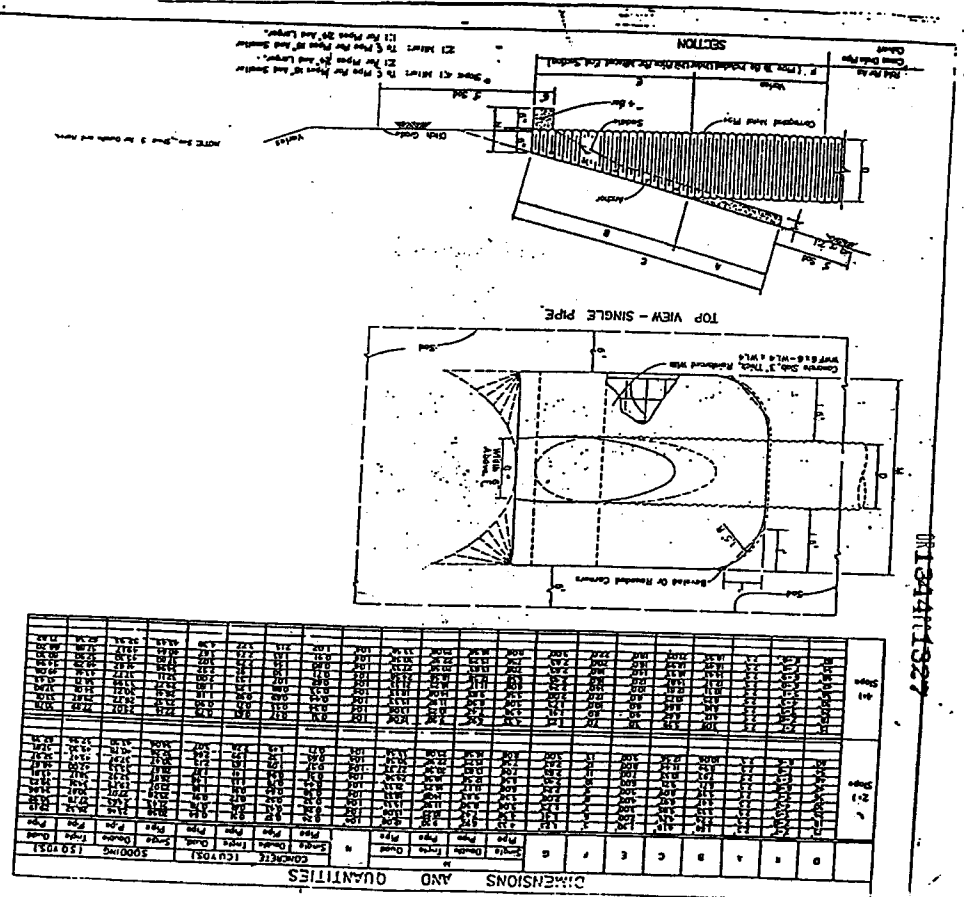


EXHIBIT 'A-1'

0013441326

DATE OF PLANS: SEPTEMBER 10, 1934	SCALE: AS SHOWN
GROSS DRAIN	
ALTERED END SECTION	
SINK AND WASTERS AND CONDENSATED METAL PIPE	
NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
NO. 19	NO. 20
NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30
NO. 31	NO. 32
NO. 33	NO. 34
NO. 35	NO. 36
NO. 37	NO. 38
NO. 39	NO. 40
NO. 41	NO. 42
NO. 43	NO. 44
NO. 45	NO. 46
NO. 47	NO. 48
NO. 49	NO. 50
NO. 51	NO. 52
NO. 53	NO. 54
NO. 55	NO. 56
NO. 57	NO. 58
NO. 59	NO. 60
NO. 61	NO. 62
NO. 63	NO. 64
NO. 65	NO. 66
NO. 67	NO. 68
NO. 69	NO. 70
NO. 71	NO. 72
NO. 73	NO. 74
NO. 75	NO. 76
NO. 77	NO. 78
NO. 79	NO. 80
NO. 81	NO. 82
NO. 83	NO. 84
NO. 85	NO. 86
NO. 87	NO. 88
NO. 89	NO. 90
NO. 91	NO. 92
NO. 93	NO. 94
NO. 95	NO. 96
NO. 97	NO. 98
NO. 99	NO. 100

EXHIBIT B



13471327

EXHIBIT B

DR1344PC1328

NOTE:

1. CONTRACTOR IS RES FOOTING DESIGN
2. ALL LUMBER SHALL GRADE
3. ALL WOOD TO BE STI

