

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STERLING WOODS, A SUBDIVISION
IN LEON COUNTY, FLORIDA

THIS DECLARATION, made on the date hereinafter set forth by CLOVERLEAF CONSTRUCTION COMPANY, INC., hereinafter referred to as "declarant".

WITNESSETH:

WHEREAS, declarant is the owner of certain property in the County of Leon, State of Florida, which is more particularly described as:

STERLING WOODS, a subdivision as per recorded plat in the official records of Leon County, Florida, Official Record Book 8, at page 39.

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

ARTICLE I

DEFINITIONS:

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4. "Declarant" shall mean and refer to Cloverleaf Construction Company, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

ARTICLE II

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GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

ARTICLE III

LAND USE AND BUILDING RESTRICTIONS

Section 1. Residential Use Only. Said lots shall be used for residential purposes only, and no buildings at anytime situated on any of said lots shall be used for business, commercial, amusement, charitable, and professional or manufacturing purposes, except that nothing herein contained will be construed as prohibiting said declarant from constructing water and sewage lines and pumping plants, utility services and drainage structures on any of said lots not conveyed by declarant to a subsequent purchaser. No residence, garage or

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other building constructed on any of said lots shall be used for the purpose of renting rooms therein or as a boarding house, hotel, tourist court or motor court.

Section 2. Dwelling Size. No residence shall be erected or allowed to occupy any portion of said subdivision unless the total living areas of the main structure, exclusive of one story open porches, carports and garages, shall be not less than 1,000 square feet for a two bedroom home, 1,100 square feet for a three or more bedroom home, and not less than 1,300 square feet for a two unit residential duplex building.

Section 3. Building Location. No building shall be located on any lot nearer to the front lot line than 30 feet, nor nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. The lot coverage of all buildings on a lot cannot exceed twenty-five percent (25%) of the lot area, and all buildings are limited to thirty-five (35) feet in height. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot or recorded easement.

Section 4. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than fourteen thousand five hundred twenty (14,520) square feet with a minimum average width of seventy-five (75) feet.

Section 5. Garages and Carports. Each living unit which has a garage shall be equipped with doors, or unless otherwise approved by the Architectural Control Committee.

Section 6. Driveway and Walkway Construction. All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. 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.

Section 7. Window Air-Conditioning Units. No window air-conditioning units shall be installed in the front of the residence, and no exterior heating and/or air-conditioning compressors or other machinery shall be located to the front of the residence.

Section 8. Erection of Buildings. All buildings placed on any of the tracts herein described shall be erected by licensed contractors of Leon County, Florida. No building will be erected that does not meet the requirements of the "Southern Standard Building Code-Coastal Regions" and no building or addition will be erected without a building permit and construction inspection by the Leon County Building Department.

Section 9. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the declarant, its successors or assigns, or by an architectural committee composed of three (3) or more representatives appoint by the declarant, its successors or assigns.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner 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.

ARTICLE V

TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE VI

FENCES

No fence shall be erected on any lot nearer to the front line than the rear of the structure erected on said lot and such fence shall be of a conventional design and shall be maintained to keep up the appearance of the neighborhood.

ARTICLE VII

TREES

No trees in excess of 2 inches in diameter will be removed without the expressed written permission of the Leon County Environmental Department.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of sidewalks, utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting shrubbery or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or sidewalks, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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. The owners of the lots subject to such easements shall acquire no right, title or interest in any utility or drainage facility constructed thereon. Front 30 feet setbacks shall remain free of any construction of any kind. The developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect,

maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over five (5) feet along one (1) side of each lot and such other areas as are shown on the applicable plat, provided further, that the developer may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the company, but this reservation shall not be considered an obligation of the company, to provide or maintain any such utility or service.

ARTICLE IX

DRAINAGE CONTROL

A permanent on-lot storm drain retention basin, with a capacity of 890 cubic feet, will be graded on each lot. Lot grading in drainage easement areas shall not be altered at any time except by and at the direction of the Leon County Engineer.

ARTICLE X

NUISANCES

No noxious or offensive activity, either by sight, noise or odor, shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

ARTICLE XI

ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a total of three dogs, cats and other household pets may be kept fenced or on leash. No animal of any kind may be kept, bred or maintained for any commercial purpose. No kennel or similar structure may be maintained for the keep of hunting dogs or

similar activity.

ARTICLE XII

WATER SUPPLY

No individual water supply system shall be permitted on any lot. All houses constructed on any lot will be required to be served by the private utility serving the subdivision.

ARTICLE XIII

SEWAGE DISPOSAL

Each dwelling unit will be served by an individual sewage disposal system designed, located and constructed in accordance with the requirements, standards and recommendations of the Leon County Division of Health. The disposal system will not be constructed without a construction permit from such authority.

ARTICLE XIV

RESPONSIBILITIES

Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits or trash, rubbish and other debris for pickup by garbage and trash removal service units.

ARTICLE XV

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The provisions of these covenants contained in Article IX relating to drainage control are fully enforceable by Leon

County, Florida.

ARTICLE XVI

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, or maintained for any commercial purpose.

ARTICLE XVII

VIOLATIONS

If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this declaration to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or them from so doing or to recover damages for such violations. Should legal action be necessary to enforce these restrictions or restrain their violation, the successful party shall be entitled to costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the said CLOVERLEAF CONSTRUCTION COMPANY, INC., has caused these restrictive covenants to be executed this 21st day of February, 1979, by its President and its Secretary and they have affixed its corporate seal hereunto.

Witnesses:

CLOVERLEAF CONSTRUCTION COMPANY

Karen L. Perdue
Nancy Ward

By: Fred E. Deeb
FRED E. DEEB, President

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STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, on this 21st day of February, 1979, personally appeared FRED E. DEEB, President of Cloverleaf Construction Company, Inc., who after being by me first duly sworn on oath, deposes and says that he is the person in and who executed the foregoing and he acknowledged the same before me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 21st day of February, 1979.

Lancy Zabelski
NOTARY PUBLIC

My Commission Expires

7-13-79

Notary Public, State of Florida
My Commission Expires 7-13-79
Bonded by American Fidelity & Guaranty Co.



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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.
MAR 1 2 10 PM 1979
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT