

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 7th day of September, 1982, by LAKE HALL PARTNERS, LTD., a Florida limited partnership, hereinafter referred to as "Declarant", for itself, its successors, grantees and assigns,

W I T N E S S E T H :

1. Lands. The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto. The Declarant intends to impose upon such property mutually beneficial restrictions under a general plan for the benefit of all parcels of the real property and subsequent purchasers thereof. These covenants and restrictions are hereby imposed on all lands described on Exhibit "A" (hereinafter called the "property" or the "lands") effective as set forth in Paragraph 3 below.

2. Name. The name by which the property shall be known and identified is "Highgrove".

3. Submission of Property to Restrictive Covenants. Declarant does hereby impress and impose upon the property the restrictive covenants, obligations, covenants and conditions set forth and provided for herein which shall run with the land. This Declaration shall be binding upon Declarant, its successors, assigns and grantees. All provisions hereof shall, when any deed to property in Highgrove is hereafter executed, be deemed to be binding upon any grantor and grantee, or their assigns and successors in interest, as if set forth therein in full.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
SEP 9 12 17 PM 1982
PAUL F. HARRIS, JR.
CLERK OF CIRCUIT COURT

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4. Definitions. The terms used herein shall have meanings as follows:

(a) "Lots" shall means the lots in Highgrove and the improvements thereon.

(b) "Homeowner" means the owner of a lot in Highgrove.

(c) "Association" means Highgrove Homeowners Association, Inc., a non profit association, and its successors, which association shall be responsible for the maintenance and management of property owned by the Association, and have such other rights, duties and obligations as are set forth in this Declaration.

(d) "By Laws" shall mean such by laws as are established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the homeowners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

(h) The "Property" means and includes the land described on Exhibit "A", whether or not contiguous, and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary

to effectuate the purpose and intent of Declarant as set forth herein.

5. Minimum Lot Size and Use. No lot shall be smaller than 21,780 square feet. The lots in Highgrove are for residential purposes only, and only detached single family residences can be built thereupon, together with customary outbuildings, swimming pool, attached garage or carport. No lot in Highgrove of less than one and one-half (1 1/2) acres in size shall be subdivided without the prior written consent of the Association. The Association's discretion in this determination is absolute. This provision shall not, however, be construed to prohibit any lot owner from conveying any part of his lot to the owner of an adjacent lot, provided that such conveyance does not leave the conveying lot owner with a lot smaller than the aforementioned minimum of 21,780 square feet.

6. Membership in the Association.

(a) Each homeowner shall automatically, upon becoming the owner of a house, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in Highgrove, at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:

CLASS A: Class A members shall be all owners except the Declarant, and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a given lot, all such persons shall be members and the vote for such lot

shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B: The Class B member shall be the Declarant, who shall be entitled to exercise three votes for each lot owned by the Declarant. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

7. Assessments and Liens. The Declarant, for each lot owned within Highgrove, hereby covenants and agrees, and each homeowner by the acceptance of a deed for a lot located within Highgrove, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges as herein set forth and as established by the Association; and

(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such house or houses. Assessments shall be made pursuant to the By Laws of the Association. No homeowner may exempt himself from liability for his contribution towards the common expenses by

waiver of the use or enjoyment of any of the common elements or by the abandonment of his lot.

8. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the roadway areas of the property, and such other areas which are maintained by the Association, whether owned by the Association or by a homeowner.

9. Deposit of Assessments. 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 and used for the purposes set forth in the Declaration, Articles, By Laws or other agreements among the homeowners.

10. Maximum Annual Assessments. Until January 1, 1984, the maximum annual assessment per homeowner shall be \$120.00 per year per lot, payable at such times and in such manner as is determined by the Directors of the Association. From and after January 1, 1984, the maximum annual assessment may be increased each year by not more than ten per cent (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 1984 the maximum annual assessment may be increased by more than ten per cent (10%) only by the vote or written assessment of at least sixty per cent (60%) of the votes entitled to be cast. The annual assessments shall commence as to all lots on the

first day of January, 1983. OR1038PG 846

11. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the roadways, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto; provided, however, that any such assessment shall be made in accordance with the By Laws of the Association.

12. Collection of Assessments. All assessments shall be due on the first day of each calendar month, and are delinquent if not paid by the 10th day of each month. The annual assessment may be prepaid in whole or in part. No setoffs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

13. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within ten (10) days after the due date may upon decision of the Board of Directors of the

Association bear a service charge not exceeding \$5.00 per month from the due date.

14. Effective Transfer of Title on Assessment. The sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment there after becoming due or from the lien thereof. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor to the Association, and such grantee shall not be liable for nor shall the lot conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount of the statement; provided further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

15. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee consisting of not less than three (3) nor more than five (5) members. With the exception of the initial

members, any member of the Committee must be a homeowner. The initial members will serve until January 1, 1986, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are Robert H. Bryson, J. Brent Pichard and Carl H. Stubbings, all residents of Tallahassee, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. No homeowner shall erect or maintain any building, fence, wall, or other structure nor shall any homeowner commence or make any exterior addition to or change or alteration in or to the exterior of existing improvements, or make any material alteration, addition or deletion to the landscaping of any lot until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of the changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. If no written notice of approval or disapproval is given by the Committee within thirty (30) days

after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law.

Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members until January 1, 1986.

16. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By Laws of the Association, the Association shall:

(a) Maintain the roadway owned by the Association and providing the homeowners with access to and from Thomasville Road, together with the entrance way to Highgrove from Thomasville Road, and any improvements or landscaping to said entrance, together further with all property or facilities or amenities that may be acquired or built by the Association.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over or under the roadway area.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other

persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

17. Exterior Maintenance of Houses and Other Areas.

Each homeowner shall maintain the landscaping including the trees, shrubs and grass within the boundaries of his each lot, as well as the exterior of his house. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. If a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days notice to the owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to enter upon any such lot.

18. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any

easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them which shall in any way interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the property.

19. Temporary Structures. No structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, or barn or other outbuilding shall be used on any property at any time as a residence, either temporarily or permanently.

20. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant, its business successors or assigns to advertise lots for sale.

21. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers.

22. Radio and Television Antennas. No homeowner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.

23. Pets. Household pets such as dogs or cats are permitted but the Association may adopt a rule or regulation requiring that dogs or cats be leashed or under the direct

control of its owner when it is on any property in Highgrove other than upon its owner's lot.

24. Boats, Trailers and Recreation Vehicles. No boat, trailer or recreational vehicle may be parked or stored on any street in Highgrove, and shall not be parked or stored on any lot except upon a location behind the front building setback line. The purpose of this restriction is to minimize the visibility of such items to neighbors and passersby.

25. Minimum Dwelling Size, Setbacks and Garages.

(a) Highgrove may be a subdivision of approximately 143 acres. Highgrove will be developed by the Declarant in at least two phases. Phase 1 will consist of approximately twenty (20) lots. In regard to lots included within any phase of development other than Phase 1, the Declarant reserves the absolute and unconditional right to amend, at its sole discretion these Restrictive Covenants as the same pertain to the minimum square footage requirement for lots and for houses built in any phase of development other than Phase 1, and to likewise amend the setback requirements for construction of homes upon lots in any phase of development other than Phase 1; provided, however, that if any lots have been sold in any phase other than Phase 1 prior to any such amendment by the Declarant, the consent or joinder of the owner or owners of such lots will be required in regard to any such amendment.

(b) Subject to Paragraph (a) of this provision, no house shall be permitted on any lot unless the dwelling has at least 2,000 square feet of area, exclusive of garages and open

porches or patio area.

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(c) Subject to Paragraph (a) of this provision, no building shall be located on any lot nearer than thirty five (35) feet to the front street lot line, or nearer than twenty (20) feet to any side street line, or nearer than fifteen (15) feet to any side lot line, or nearer than twenty five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports, and open porches 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 on a lot to encroach upon another lot.

(d) No garage or structure accommodating motor vehicles boats, or trailers shall have an entrance facing any street.

26. Utilities and Drainage Easements. The Declarant hereby specifically reserves, imposes and creates certain cross-easements and covenants running with the land in relation to the lots in "Highgrove". Those portions of each lot in Highgrove within the boundaries of the applicable front street lot line, side street line, side lot line or rear lot line established under these covenants for each lot are hereby made subject to a perpetual non-exclusive easement for the purposes of the installation, maintenance and repair of underground utilities lines and services. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to electricity, telephone, water, cable television, sanitary sewer lines and storm water and drainage facilities.

The creation of the foregoing easements shall not impair

the right of any Homeowner to erect a fence in accordance with applicable provisions of these covenants, but no building (including house, garage or swimming pool) shall be located within such easement areas.

The Association shall have the right and authority to execute any instruments or documents necessary to any dealings or transactions with third parties in regard to the use of said easements.

27. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair the roadway in Highgrove, the Association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

28. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after a casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same.

29. Enforcement of Obligations. Each homeowner shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation of the Association, the By Laws of the Association and any rule or regulation adopted by the Association. Upon failure of a homeowner to so comply, the

Declarant, the Association, any Mortgagees having a first lien on a lot, and other homeowners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

30. Amendments to Declaration. Except as is provided in provision number 25 herein, this Declaration may be amended or terminated only by the unanimous written consent, in a recordable form, signed by all homeowners and first mortgagees.

31. Development by Declarant. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of Highgrove Subdivision, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on its property as it deems necessary or desirable for the sale or other disposition thereof.

32. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By Laws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) January 1, 1986; or (2) the

Declarant has sold all lots in Highgrove.

33. Termination of Responsibility of Declarant. At such times as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the lots in Highgrove, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

34. Variances. Variances for deviations from this Declaration in regard to minimum size of dwellings, setback requirements and garage placement may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any homeowner. Variances for such deviations, if any, are discretionary.

35. Additional Properties. Declarant reserves the right to annex additional residential property and common property (which may be or include roadway) to Highgrove, pursuant to written instrument duly executed by Declarant and recorded among the Public Records of Leon County, Florida.

36. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

37. Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, By Laws and Regulations of the Association shall not affect the validity of the remaining portions.

38. Duration. These restrictive covenants shall run with the land and shall be binding until December 31, 2031, after

which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least a majority of the then lot owners has been recorded agreeing to change or terminate said covenants.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

Witnesses:

Ray S. Lindsey
Sam P. Smith

LAKE HALL PARTNERS, LTD.,
a Florida limited partnership

By: *Carl H. Stubbings*
CARL H. STUBBINGS as
Executive Vice President of
INVESTORS COMPANIES OF FLORIDA,
INC.,
a Florida corporation

Its General Partner

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me on this the 7th day of September, 1982, by CARL H. STUBBINGS as Executive Vice President of INVESTORS COMPANIES OF FLORIDA, INC., a Florida corporation, as the General Partner of LAKE HALL PARTNERS, LTD., a Florida limited partnership, on behalf of said partnership.

My Commission Expires: 9-12-83

Notary Public, State of Florida at Large

My Commission Expires Sept. 12, 1983

Issued by American Fire & Casualty Company

Ruth M. Parker
NOTARY PUBLIC, State of Florida
at Large.

✓ Commence at the intersection of the South boundary of Section 33, Township 2 North, Range 1 East, Leon County, Florida, with the centerline of Thomasville Road and run North 23 degrees 55 minutes 58 seconds East along said centerline 1080.08 feet, thence North 89 degrees 50 minutes 15 seconds West along a line known as the Tobias Paine North Line a distance of 440.13 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 50 minutes 15 seconds West 603.84 feet to a concrete monument marking the Southeast corner of Lot "C" of a Subdivision of the Estate of Spencer Robinson as recorded in Deed Book "HH", Page 588 of the Public Records of Leon County, Florida, thence North along the East boundary of said Lot "C" and along the East boundary of Lot "A" of said subdivision of the Estate of Spencer Robinson a distance of 1650.34 feet to a concrete monument marking the Northeast corner of said Lot "A", thence North 89 degrees 58 minutes 17 seconds West along the North boundary of said Lot "A" a distance of 199.17 feet to a concrete monument, thence North 37 degrees 14 minutes 23 seconds East 389.50 feet to a concrete monument in the center of a graded roadway, thence South 52 degrees 45 minutes 37 seconds East along said center 255.09 feet to a concrete monument marking a point of curve to the left, thence along said curve and along the center of said road with a radius of 275.91 feet, through a central angle of 12 degrees 42 minutes 13 seconds, for an arc distance of 61.17 feet to a concrete monument, thence South 00 degrees 24 minutes 08 seconds West along the Easterly boundary of the MacLay Property as shown on a plat for Mr. Alfred B. MacLay, dated April 1941, and prepared by L. C. Flanagan, Registered Florida Land Surveyor, No. 507, a distance of 126.54 feet to a concrete monument, thence South 89 degrees 27 minutes 55 seconds East along the boundary of said MacLay Property 315.11 feet to a concrete monument, thence South 00 degrees 05 minutes 11 seconds West along the boundary of said MacLay Property a distance of 1647.07 feet to the POINT OF BEGINNING; containing 25.00 acres, more or less.

The foregoing described property being subject to a graded county maintained roadway along the most Northern portion of said property.

The foregoing described property being subject to an overhead utility line.