

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MOORE POND

THIS DECLARATION is made and executed this 23<sup>rd</sup> day of SEPTEMBER, 1992, by James C. Smith and Carole C. Smith, whose address is Post Office Box 228, Tallahassee, Florida 32302, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Moore Pond Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "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 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such

additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area that will initially be owned by the Association shall consist of the roadways and Moore Pond, as depicted and specifically described on the Plat of Moore Pond and the easements described in this Declaration. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Moore Pond, exclusive of the outparcels depicted thereon. The Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot.

Section 6. "Declarant" shall mean and refer to James C. Smith and Carole C. Smith, their heirs, successors and assigns, if such heirs, successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

Section 7. "Moore Pond" as used in this Declaration in reference to a body of water shall mean and refer to the lake or pond located on the Properties, as depicted and specifically described on the Plat of Moore Pond.

Section 8. "Plat of Moore Pond" shall mean and refer to the final plat of Moore Pond, a subdivision, recorded or to be recorded in the Public Records of Leon County, Florida.

ARTICLE II  
PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the exclusive easements to portions of the Common Area as set forth in this Declaration in favor of the Owners of Lots fronting on Moore Pond and the owners of the property described in "Exhibit D" and "Exhibit E" attached hereto;

(c) the right of the Association to dedicate or transfer, subject to the easements set forth in this Declaration, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members has been recorded.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1)

vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) upon the expiration of five (5) years from the date of the recording of this Declaration.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, including Moore Pond, and for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the ~~maximum~~ annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifty percent (50%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifty percent (50%) by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, the cost of any necessary maintenance and repair and/or the cost of any extraordinary expense, provided that any such assessment shall have

the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. The Board of Directors may elect to assess certain Lots and Lot Owners, e.g. Lots fronting on Moore Pond and Lots served by the roadway in the Properties, at different rates if specific acts of the Association provide certain Lots with certain benefits which are not shared by all Lots, provided, however, all similarly situated Lots shall be fixed at a uniform rate. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date specified by the Board of Directors. Each Lot shall be subject to annual assessments on the date the Lot is transferred and conveyed by the Declarant, or the date a certificate of occupancy is issued for any dwelling constructed on the Lot, or upon the written election by the Declarant to subject the Lot to assessment, whichever first occurs. The first annual assessment against each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot subject to assessment at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage 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 assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V

#### EASEMENTS

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property depicted as roadways, drainage easements and utility easements on the Plat of Moore Pond.

Section 2. Easement for Drainage Purposes. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and stormwater retention purposes over, across and under Moore Pond.

Section 3. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.



## ARTICLE VI

### ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail 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 an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be James C. Smith, Carole C. Smith, and a third member appointed by the Declarant, which members shall serve until all Lots are sold and transferred by the Declarant or until replaced by the Declarant. The Declarant shall have the right to replace any initial member at any time. With the exception of the initial members or other subsequent members appointed by the

Declarant to replace any initial member, each member of the Architectural Committee must be an Owner. The members appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. All notices or submission requests to be given to the Architectural 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. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall be prepared ~~in~~ a professional manner by an architect, engineer or draftsman and include the following information:

(1) Building plans showing floor plans and front, side and rear elevations.

(2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements and the location and identification of all trees and vegetation to be removed or destroyed.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence

or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties.

(2) Character and quality of exterior improvements.

(3) General quality in comparison with the existing improvements to the Lots.

(4) Location in relation to surrounding improvements.

(5) Location in relation to topography.

(6) Changes in topography.

(7) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

The minimum floor elevation of all structures shall be elevation 152. Any structure placed or constructed within areas

with slopes of ten percent: (10%) or greater shall be constructed off-grade.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association or the Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

The Association may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

#### ARTICLE VII

##### LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with one (1) detached, accessory structure and swimming pool as approved by the Architectural Committee. No accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Architectural Committee, and does not

exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility. Notwithstanding anything contained in this Declaration to the contrary, the dwelling and other improvements now located on Lot 24, Block B, shall be allowed to remain and be improved without any further approvals, provided, however, if the dwelling is ever removed from the Lot or destroyed or damaged to the extent that the costs of repair or restoration are more than fifty percent (50%) of its fair market value, the Lot shall be subject to all terms, covenants, conditions, restrictions and limitations set forth in this Declaration.

#### ARTICLE VIII

##### SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to change the boundaries of any Lot until conveyed by the Declarant.

#### ARTICLE IX

##### DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 2,500 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,500 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 2,500 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half

stories in height (excluding basements and garages below grade level).

#### ARTICLE X

##### BUILDING, DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than fifty (50) feet to the front Lot line; nearer than fifty (50) feet to the rear Lot line; or nearer than fifteen (15) feet to a side-interior Lot line. For the purposes of this Article, 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 site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up or turn-around pad may be located as near as three (3) feet to an interior Lot line. No fence shall be located nearer to the front Lot line than the rear of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The primary and front entrance of each detached single-family residence shall face the front lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

#### ARTICLE XI

##### GARAGES

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2) and no more than four (4) automobiles. No carport shall be allowed on any Lot. Each garage door shall be equipped with an electric garage door opener(s). The Owner of each Lot

shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have a side or rear entrance which shall face a property line that is not a road right of way, provided, however, all Lots which front on Moore Pond shall have a side entrance and no garage opening shall face Moore Pond.

#### ARTICLE XII

##### NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or ~~may become~~ an annoyance or nuisance to the neighborhood.

#### ARTICLE XIII

##### TEMPORARY STRUCTURES

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

#### ARTICLE XIV

##### SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

#### ARTICLE XV

##### ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or

other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further that no horses, swine, monkey, ape or other wild or exotic animal shall be raised, bred or kept on any Lot, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance, and not in limitation of the foregoing, the Owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No penned kennels or outside dog runs shall be permitted. No doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or confined within the boundaries of the Owner's Lot by means of an electronic or radio controlled training collar, e.g., an "invisible fence." Breaches of a control system using a training collar which are limited in number and considered normal in the training process shall not constitute a violation of the restrictions and covenants set forth herein. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

#### ARTICLE XVI

##### RADIO AND TELEVISION ANTENNA,

##### FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless



such installation and the size, color and design of the system have been approved by the Architectural Committee. If and when cable television service is available to the Properties, all exterior antenna shall be removed within ninety (90) days at the Owner's expense. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street and Moore Pond and in a manner in which it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. Such outdoor lighting shall be used only during the hours established from time to time by the Board of Directors of the Association. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee, provided, however, no tank for the storage of a petroleum based product shall be permitted. A flagpole for the display of the American flag or flag of another nationality or of a state shall be permitted if the flagpole and flag, and location thereof, are first approved by the Architectural Committee and used for no purpose other than to display a flag.

#### ARTICLE XVII

##### MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties other than such boxes or receptacles which have been approved by the Architectural Committee and purchased through the Association. This

restriction is intended to ensure uniform design and quality of such boxes or receptacles. ,

#### ARTICLE XVIII

##### EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, the sprinkler systems and the exterior of the building located on the Lot in a neat, safe and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) 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 payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

#### ARTICLE XIX

##### BOATS, TRAILERS, RECREATIONAL VEHICLES AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except entirely within an enclosed garage. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage. No

commercial vehicle shall be permitted to be parked and remain overnight on any street or on any Lot except entirely within an enclosed garage. No commercial vehicle of any kind shall be permitted to be parked on any street or any Lot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or unless such vehicle is entirely within an enclosed garage.

## ARTICLE XX

### ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

## ARTICLE XXI

### VEHICLES PROHIBITED

No motorized vehicle of any type shall be used on any portion of the Properties except on the streets, driveways, and parking areas intended for such use. No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

## ARTICLE XXII

### 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 any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

## ARTICLE XXIII

### TREE REMOVAL OR DAMAGE

#### AND MITIGATION

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee. The Association shall have the right to make a special assessment against the Owner who removes or damages a tree without the prior written approval of the Architectural Committee. The special assessment shall be set by the Board of Directors of the Association and shall not exceed the cost of replacing the tree by a reputable landscaping service. In the event the tree is of a size which cannot be replaced in a commercially reasonable manner, the special assessment shall equal the cost of replacing the tree with the largest tree obtainable in a commercially reasonable manner plus \$5,000.00. The Board of Directors may at any time increase or decrease this additional premium of \$5,000.00.

The Owner of each Lot shall be responsible for mitigating a ten (10) credit deficit applicable to planting and preserving trees on the Lot in connection with any construction on the Lot pursuant to local environmental management ordinances. This ten (10) credit deficit may be mitigated by planting trees and/or preserving existing trees as set forth in the local environmental management ordinances. Mitigation of the said ten (10) credit deficit per Lot shall be the sole responsibility of the Owner of the Lot.

#### ARTICLE XXIV

##### FACTORY BUILT STRUCTURES

No structure of any kind that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

#### ARTICLE XXV

##### DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate or pavers as approved by the Architectural Committee. All driveways shall have a minimum width of nine (9) feet and all sidewalks shall have a minimum width of four (4) feet. Black asphalt, gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner. Culverts beneath driveways shall have mitered end sections constructed in accordance with the specifications set forth in "Exhibit B" attached hereto and by reference made a part hereof. No standing end walls shall be permitted.

#### ARTICLE XXVI

##### EXTERIOR FINISHES

##### AND SHUTTERS

The exterior finish of all foundations shall be stucco or brick. Not less than fifty percent (50%) of the exterior finish of each side of each dwelling unit and accessory structure shall be

stucco or brick. Synthetic stucco shall be allowed if approved by the Architectural Committee as to quality and method of construction. The exterior finish of each structure shall be consistent in quality, workmanship and detail on all sides of the structure. Hurricane and storm shutters may be used on a temporary basis, but shall be stored within an enclosed structure.

#### ARTICLE XXVII

##### UTILITY CONNECTIONS

##### AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

#### ARTICLE XXVIII

##### HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

#### ARTICLE XXIX

##### WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no

chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed. No fence shall be approved with exposed stringers or other structural components which are visible from any adjoining Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

#### ARTICLE XXX

##### FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, blow guns, slings, slingshots, and bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Association following specific permitting and approvals by all appropriate governmental authorities.

#### ARTICLE XXXI

##### WATER SUPPLY

No individual water supply system of any type shall be permitted on any Lot.

#### ARTICLE XXXII

##### CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the

foregoing provision, the exterior of all residences and detached buildings shall be completed within one (1) year after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Board of Directors of the Association may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed, in accordance with all applicable laws and ordinances, promptly from any Lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and



devices used in connection with the construction of the residence must be removed from the Lot and the approved landscaping plan must be implemented.

#### ARTICLE XXXIII.

##### PROTECTION AND USE OF MOORE POND

The use of Moore Pond is restricted to the Owners of the Lots fronting on Moore Pond, the owners of the property described in "Exhibit C" attached hereto, the owners of the property described in "Exhibit D" attached hereto, and to members of James C. Smith's immediate family who own a Lot, and their respective immediate families and accompanied guests. No Owner of a Lot shall grant any easement or license to any other Lot Owner or third party across a lakefront Lot or Moore Pond or otherwise allow a use of Moore Pond contrary to the terms of this Declaration. Subject to the limitations set forth in this Declaration, each Owner of a Lot fronting on Moore Pond and the owners of the property described in "Exhibit C" and "Exhibit D" attached hereto shall have and enjoy an exclusive easement for access to the waters of Moore Pond and for such Owner's general use and enjoyment over and across Moore Pond confined to that area formed by and within an extension of the boundaries of the Lot to the water's edge and a non-exclusive easement over and across the waters of Moore Pond. Except as expressly provided in this Declaration, no person shall have any right or authority to enter upon or use in any manner any portion of any property covered by the exclusive easements created and/or recognized herein without the specific consent and permission of the owner of such exclusive easement. Notwithstanding, any provision herein to the contrary, the Owners of Lots 22 and 23, Block A, shall have a non-exclusive easement and right of access to the waters of Moore Pond over and across an area ten (10) feet in width on either side of the stormwater management facility constructed between the said Lots and the waters of Moore Pond. This non-exclusive easement is for the sole purpose of providing

the Owners of Lots 22 and 23, Block A, with access to the waters of Moore Pond since access, as enjoyed by other Owners of Lots fronting on Moore Pond, is blocked or hampered by the stormwater management facility. The Association shall not grant any further easements for access to the waters of Moore Pond or for any other person's use and enjoyment within this exclusive easement area without the written consent and joinder of the owner of the exclusive easement. The foregoing provisions by which the said exclusive easements are established shall not be subject to amendment without the written consent and joinder of each respective Owner entitled to the exclusive easement. The exclusive easement granted in this Article XXXIII in favor of each Owner of a Lot fronting on Moore Pond shall be subject to the right of maintenance and other easement rights of the Association as set forth in this Declaration.

Nothing of any kind, including, but not limited to, boats, recreational equipment or furniture, may be stored or left overnight within fifty (50) feet of the boundaries of Moore Pond. No more than one (1) boat, not exceeding twenty (20) feet in length, shall be stored or left on any portion of a Lot, except entirely within an enclosed garage.

The Association shall have the full right and authority to operate and maintain Moore Pond as a stormwater management system and a stormwater discharge facility as exempted or permitted by any governmental authority, to establish rules and regulations for such operation and maintenance and to assess Owners to insure proper funding for such operation and maintenance, and to contract for services to provide the services for such operation and maintenance.

No dredging or filling shall be allowed or permitted on any Lot below Elevation 149.7 without the prior written consent, approval and permit of Leon County Department of Growth Management. No Lot Owner shall cause or allow any vegetation within thirty (30)

feet landward of the Moore Pond normal water elevation of 134.6 to be removed, mowed, destroyed or otherwise altered or damaged, provided, however, Owners of each Lot may maintain a ten (10) feet wide path perpendicular to the water's edge for purposes of access. No landscaping or other planting shall be placed or permitted to remain in this protected area. The purpose of this protected area is to allow for the growth and protection of aquatic plants.

No permanent or temporary walkways, docks, boat houses or other structures shall be constructed or placed on or in Moore Pond or within fifty (50) feet of the boundaries of Moore Pond, provided, however, the two existing docks (located upon the properties described in "Exhibit C" and "Exhibit D" attached hereto or the area of Moore Pond formed by the extensions of the boundaries of such outparcels) may be maintained, repaired and/or replaced in accordance with the restrictions previously placed on the said properties. The said existing docks shall be subject to the sole and exclusive use and possession of the owner of the said outparcels and the exclusive easement on which the dock is located, and no Owner shall have any right to use the said existing docks. The foregoing provision shall not be subject to amendment without the written consent and joinder of the said owner of the said adjoining outparcels. No gasoline motors (whether inboard or outboard and without regard to size) shall be permitted on Moore Pond. No swimming or bathing shall be allowed in Moore Pond.

The Owners of all Lots shall restrict their use of pesticides, herbicides and fertilizers to the minimum necessary to maintain approved landscaping in a reasonable manner, not to exceed the lowest possible label rates. Pesticides, herbicides and fertilizers shall be further restricted to those materials which have rapid decomposition characteristics and are labeled for aquatic use. Fertilizer constituents shall have at least fifty percent (50%) slow release characteristics, be applied at a rate per application not to exceed the lowest rate per application, be a non-phosphorous

or low-phosphorous analysis and be formulated for good slope retention characteristics.

Each Owner of a Lot fronting on Moore Pond and the owners of the properties described in "Exhibit C" and "Exhibit D" attached hereto shall have riparian rights over and across all of the waters of Moore Pond for boating, fishing and recreational purposes to the fullest extent as if the boundaries of the Lot extended into that portion of Moore Pond covered by the waters of Moore Pond.

Notwithstanding the provisions set forth in Article III of this Declaration or elsewhere in this Declaration or in the Articles of Incorporation or By-Laws of the Association, any alteration, improvement or maintenance program affecting Moore Pond which requires approval by the members of the Association shall additionally require the approval by two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Moore Pond. Additionally, any alteration, improvement or maintenance program affecting Moore Pond which does not require approval by the members shall be discontinued upon the vote of two-thirds (2/3) of the total votes entitled to be cast by all Owners of Lots fronting on Moore Pond unless such alteration, improvement or maintenance has been directed or ordered by any court of competent jurisdiction or governmental authority.

#### ARTICLE XXXIV

##### OUTPARCELS

The parcels described in "Exhibit C", "Exhibit D", "Exhibit E" and "Exhibit F" attached hereto are outparcels and shall not be subject to the covenants, conditions and restrictions set forth in this Declaration. The owners of the parcels described in "Exhibit C" and "Exhibit D" attached hereto have certain rights to Moore Pond as provided in this Declaration which are subject only to the restrictions previously placed on such parcels. The restrictions previously placed on the parcel described in "Exhibit C" attached hereto require the owner of such parcel to contribute

to the maintenance of Moore Pond and the roadway serving such parcel subject to the terms, conditions and limitations of such restrictions of record. None of the parcels described in this Article XXXIV shall be subject to assessment or lien for assessment under the terms of this Declaration.

#### ARTICLE XXXV

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or any owner of the property described in "Exhibit C," "Exhibit D," "Exhibit E" and "Exhibit F," shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or 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 way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as

Declarant deems necessary, or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. 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 unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only 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 not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. No amendment shall amend or modify Article XXXIII above without the consents and joinders required thereunder. Any amendment must be recorded.

Section 7. Amendments by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, the Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions set forth in this Declaration. Without in any way limiting the generality of the foregoing, the Declarant shall have the right to

amend this Declaration to include any provisions required to be set forth herein pursuant to the terms of any local ordinance relating to the form and content of restrictive covenants generally. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

2.2. Spooner  
LISA L. SPOONER  
Print or type name.

William M. Lee  
WILLIAM M. LEE  
Print or type name.

James C. Smith  
James C. Smith

WITNESSES:

2.2. Spooner  
LISA L. SPOONER  
Print or type name.

William M. Lee  
WILLIAM M. LEE  
Print or type name.

Carole C. Smith  
Carole C. Smith

STATE OF FLORIDA  
COUNTY OF LEON

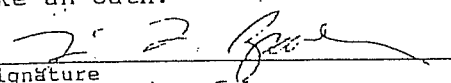
The foregoing instrument was acknowledged before me this 23RD day of SEPTEMBER, 1992, by James C. Smith, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

2.2. Spooner  
Signature  
LISA L. SPOONER  
Print or type name.  
NOTARY PUBLIC  
My Commission # \_\_\_\_\_  
Expires:

Notary Public, State of Florida  
My Commission Expires March 6, 1995  
Banded thru Troy Tain - Insurance Inc.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23<sup>RD</sup>  
day of SEPTEMBER, 1992, by Carole C. Smith, who is personally  
known to me or who has produced \_\_\_\_\_  
as identification and who did not take an oath.

  
Signature

L. L. SPENCER  
Print or type name.

NOTARY PUBLIC

My Commission # \_\_\_\_\_

Expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires March 6, 1995  
Bonded Thru Trex Fain - Insurance Inc.



"EXHIBIT A"

MOORE POND

A tract of land lying in Sections 19, 20, 29 and 30, Township 2 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of said Section 20 and run South 00 degrees 29 minutes 26 seconds East along the West boundary of said Sections 20 and 29 a distance of 6282.49 feet to a concrete monument on the North right of way boundary of Ox Bottom Road for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 41 minutes 55 seconds West along said right of way boundary 2709.96 feet to a concrete monument on the East boundary of property described in Official Records book 1022, Page 815 of the Public Records of Leon County, Florida, thence along the boundary of said property as follows: North 28 degrees 54 minutes 12 seconds East 1356.03 feet to a concrete monument, thence North 25 degrees 27 minutes 40 seconds West 590.56 feet to a concrete monument, thence South 55 degrees 18 minutes 03 seconds West 635.27 feet to a concrete monument on the Easterly boundary of Ox Bottom Manor, a subdivision recorded in Plat Book 10, Page 9 of the Public Records of Leon County, Florida, thence leaving the boundary of said property described in Official Records Book 1022, Page 815 run Northerly along said Easterly boundary of Ox Bottom Manor as follows: North 00 degrees 24 minutes 08 seconds West 716.58 feet to a concrete monument, thence North 10 degrees 08 minutes 21 seconds East 623.55 feet to a concrete monument, thence North 12 degrees 00 minutes 16 seconds West 387.65 feet to a concrete monument marking the Southeast corner of Lot 23, Block "H" of said Ox Bottom Manor and lying on the southerly boundary of the proposed Ox Bottom Manor Unit No. 2 Subdivision, thence leaving the Easterly boundary of said Ox Bottom Manor run Easterly along the Southerly boundary of said proposed Ox Bottom Manor Unit No. 2 and a projection thereof as follows: North 57 degrees 07 minutes 34 seconds East 499.59 feet to a concrete monument, thence North 57 degrees 20 minutes 45 seconds East 349.93 feet to a concrete monument, thence North 67 degrees 16 minutes 00 seconds East 375.09 feet to a concrete monument, thence North 78 degrees 42 minutes 51 seconds East 374.88 feet to a concrete monument, thence South 89 degrees 36 minutes 16 seconds East 375.03 feet to a concrete monument, thence South 82 degrees 27 minutes 38 seconds East 375.61 feet to a concrete monument, thence South 70 degrees 56 minutes 19 seconds East 374.94 feet to a concrete monument, thence South 85 degrees 32 minutes 48 seconds East 1064.11 feet to a concrete monument on the Westerly boundary of an unrecorded subdivision prepared by John DuBose, thence leaving the Southerly boundary of said proposed Ox Bottom Manor Unit No. 2 and a projection thereof run South 04 degrees 25 minutes 28 seconds West along the Westerly boundary of said unrecorded subdivision a distance of 3089.37 feet to a concrete monument, thence South 52 degrees 10 minutes 01 second West 690.74 feet to the POINT OF BEGINNING; containing 263.36 acres more or less.

The Easterly boundary of the foregoing described property being subject to a City of Tallahassee powerline easement.

annexation parcel