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 MAY 20 11 03 AM 1991  
 CLEAR OF CIRCUIT COURT

BOSQUE DE AUGUSTINE SUBDIVISION  
 ALSO KNOWN AS  
 AUGUSTINE FOREST  
 OR 149402237  
 DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION of covenants and restrictions made this  
 15th day of MAY, 1991, by AUGUSTINE FOREST PARTNERS,  
 Joint Venture hereinafter referred to as "Declarant".

ARTICLE I - PURPOSE

WHEREAS, Augustine Forest Partners, Declarant, is the owner of certain real property described in Article II hereof, and in order to provide for the preservation of the values, amenities, attractiveness, and desirability of the said real property which shall be held, used, transferred, sold and conveyed subject to covenants and restrictions set forth herein.

ARTICLE II - PROPERTY SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

Units of BOSQUE DE AUGUSTINE SUBDIVISION also known as AUGUSTINE FOREST situated, lying, and being in the County of Leon, State of Florida, as recorded in the OFFICIAL BOOK OF RECORDS OF LEON COUNTY on February 25, 1991: PLAT BOOK 10 PAGE 48.

Section 2. Additional Property. Additional Units of AUGUSTINE FOREST, or other properties, may become subject to this declaration by the following:

A. Recordation of a document setting forth such purpose and containing a legal description of the additional property, reference to the Official Records Book and Page numbers of this Declaration, and signatures of Declarant and additional property owner(s), if other than Declarant, shall at their sole discretion deem appropriate.

ARTICLE III - DEFINITIONS

- A. "Committee" shall mean and refer to the Architectural Control Committee.
- B. "Declarant" shall mean and refer to AUGUSTINE FOREST PARTNERS, a Joint Venture, its successors and assigns.
- C. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- D. "Lot" shall mean and refer to each parcel or tract of land located within the properties upon which a dwelling may be constructed.
- E. "Owner" shall mean and refer to the record fee simple owner, whether one or more persons or entities, of any lot which is a part of the Properties, but excluding those having an interest merely as security for the performance of an obligation.
- F. "Properties" shall mean and refer to the real property described in Article II, hereof.

ARTICLE IV - USE RESTRICTIONS

OR149412238

**Section 1. Land Use and Building Type.** No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed three stories in height at street grade, one guest house, private stable, greenhouses, garages and structures customarily associated with single-family residential homes.

The ground floor of the main structure of single story dwellings, exclusive of porches, garages, and patios, shall be not less than 1500 square feet of heated and/or air-conditioned completely finished living area. In the event the main structure contains more than one story, the ground floor, exclusive of porches, garages, and patios, must contain not less than 900 square feet of heated and/or air-conditioned completely finished living area.

A guest house will be permitted as a detached building. Any barn, stable, storage building or workshop may be used only for private, noncommercial purposes. Any such detached building shall be subject to the approval of the Committee.

The exterior construction material must be of high quality and must be approved by the Committee.

Pipes, wires, or other appurtenances underneath or adjoining a structure shall not be exposed and shall be encased or housed as part of the over all construction project. Windows, doors, or other similar structures using aluminum shall be constructed of anodized aluminum.

When the construction of any building in once begun, work thereon shall proceed diligently and continuously until the full completion thereof, and in any event shall not extend beyond one year from commencement thereof. The main residence and associated structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

No lot shall be subdivided, it being the intent of this provision to allow one residential dwelling per lot, provided, however, that one dwelling unit may be constructed on two or more adjoining lots.

**Section 2. Garages.** Each living unit shall have a functional one (1) car garage.

**Section 3. Driveways and Sidewalks.** All driveways shall be constructed of concrete or paving bricks. All driveway culvert ends shall have mitered concrete headwalls at both ends. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

**Section 4. Improvement Setbacks and Location.** All buildings and structure set back requirements shall be in compliance with the Leon County zoning requirements for said property. These requirements may be obtained from the LEON COUNTY DIVISION OF PERMITTING AND INSPECTION.

No hedge, shrub, or other foliage planting shall be permitted which obstructs safe sightlines at roadway intersections, as determined by the Committee.

All driveway and back-up turn-around pads shall be in compliance with Leon County zoning requirements.

No fence of any kind shall be placed or constructed nearer the front property line than the front corner of the residence nor nearer than 10 feet to any side street easement. The Committee may, in its sole discretion, permit certain decorative fencing, such as split rail or picket fencing, to be constructed in restricted areas.

Fencing on vacant lots shall be specifically approved by the Committee.

For the purpose of this section, 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 on or over another lot.

All developmental standards set forth in the Code of Laws of Leon County must be adhered to.

**Section 5. Temporary Structures.** No structure of a temporary character, including but not limited to, mobile homes, travel trailers, motor homes, basements, tents, boats, bomb shelters, shacks, outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

**Section 6. Mail Boxes.** No mail box, 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 any lot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved by the Committee.

**Section 7. Air-Conditioning and Heating Units.** All exterior heating and/or air-conditioning compressors and other machinery shall be located to the rear or side of the residence, but in either case shall not be visible from any street. No window air-conditioning or heating units shall be installed in any dwelling.

**Section 8. Utility Connections, Antennas, and Satellite Receiving Stations.** No owner shall construct, erect, or maintain any external radio or television antenna, satellite receiving station or disc, or other similar apparatus unless specifically approved by the Committee. Satellite receiving stations shall be placed or constructed to the side or rear of the residence, within the set back lines for building structures, and in no event shall be located closer to the front roadway easement than the front of the residence. Satellite receiving stations shall be of semi-transparent mesh construction and shall be of black or brown color.

All connections for utilities to dwellings or other structures on the lots, including but not limited to water, sewage, electricity, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing utility authority and the Committee.

**Section 9. Water Supply.** All water pumps and tanks shall be placed in the garage or fully enclosed and obscured from view by a permanent structure subject to the approval of the Committee.

**Section 10. Garbage and Refuse Disposal.** Trash, garbage or other waste shall not be allowed to accumulate on the property and shall be kept in closed containers which shall be maintained in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from any street. Household garbage shall not be burned.

**Section 11. Business or Commercial Activity.** No Commercial business shall be allowed.

**Section 12. Dumping.** The property shall not be used as, maintained as, or allowed to become a dumping ground for scraps, litter, fill, leaves, limbs, discarded building materials, appliances, junk cars, rubbish or other debris.

**Section 13. Boats, Trailers, Campers, and Inoperative Vehicles.** Boats, trailers, campers or other such vehicles shall be parked or stored within the garage or carport or placed behind the residence in such a manner that the vehicles or objects shall not be visible from the street which runs in front of the property. Nothing other than inoperative automobiles shall be parked in driveways or in the front yard of the residence.

**Section 14. Storage of Personal Property.** All personal

property kept on the premises shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, junk cars, old appliances, or the like shall not be kept anywhere on the property. Personal property shall be stored in a completely enclosed structure approved by the Committee. Among other remedies, and after thirty (30) days notice to the lot owner, the Committee may come upon the lot to remove property being stored in violation of the provision, all at the expense of the lot owner, which expense shall constitute a lien against said lot. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty days or longer, or does not have a current license tag, unless specifically approved otherwise by the Committee.

**Section 15. Vehicle Parking.** There shall be no on-street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles, or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

**Section 16. Signs.** No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by realtors and builders to advertise the property during the construction and sales period.

**Section 17. Nuisance.** No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

**Section 18. Livestock and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and further, provided that they are not allowed to wander or roam freely about the neighborhood. Any dog creating a nuisance in the neighborhood be it from excessive barking, chasing cars, chasing people, overturning garbage containers, destroying property, or the like, shall constitute a nuisance and shall result in the Committee taking whatever action is appropriate to remove such nuisance.

**Section 19. 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 purpose.

**Section 20. Drying Areas.** No clothing, laundry, or wash shall be aired or dried on any portion of a lot in an area exposed to view from any street. In any event, drying shall be permitted only at the rear of the residence.

#### ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Membership.** The Architectural Control Committee initially shall be composed of 3 persons to be appointed by the Declarant. A majority of the committee may designate a representative to act for it.

In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to

designate a successor. Neither the committee members nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the Declarant has sold the last lot remaining in this subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. OR1494P02241

**Section 2. Purpose.** No building, fence, dock, wall, structure, alteration, addition, paving, culvert, culvert headwall, or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless approved and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography as to aesthetic quality.

**Section 3. Approval Procedures.** The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. Plans and specifications shall be submitted to the Committee in duplicate at the principal office of the Declarant. In the event the Committee fails to approve or disapprove such plans and specifications as submitted and receipted, within 30 days of written receipt thereof, approval of plans and specifications not in conformity with the covenants and restrictions contained herein shall not constitute a waiver unless specifically stated as a waiver in writing.

**Section 4. Plans and Specifications.** Plans and specifications submitted to the Committee shall be a duplicate of those upon which the building permit is obtained. Plans and specifications shall consist of not less than the following: (1) floor plan of all floors, foundation plans, section details, elevation drawings of all exterior walls, roof plans, deck or screen enclosure plans; (2) comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used, including shutters, decks, porches, and all other exposed surfaces; (3) a site plan with building setback lines shown and showing location and orientation of all buildings, trees, mailboxes, fences, pool, septic tank and well (if any), driveway and sidewalk locations and other structures and improvements proposed to be constructed on the lot; (4) comprehensive list and sample (if required by the Committee) of all exterior construction materials to be used.

The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because of color scheme, or for any other reason that the Committee in its sole discretion, may deem appropriate.

**Section 5. Duration of Covenants and Restrictions.** The covenants and restrictions in this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant, Owners, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots have been recorded, agreeing to change said covenants and restrictions in whole, or in part.

Section 6. Scrivener's Errors and Immaterial Changes. Amendments for correction of scrivener's error or other immaterial changes may be made by the Committee. **OR1494PC2242**

Section 7. Amendment of Covenants and Restrictions. Until Declarant has sold the last remaining lot in said subdivision, all amendments or modifications shall only be made by Declarant without the requirement of the consent of the owners. Declarant may waive or grant variance from any of the covenants and restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's interest, the right to grant such variances shall be exercised by the Committee.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT has hereunto set his hand and official seal this 15<sup>th</sup> day of May, 1991.

WITNESSES:

AUGUSTINE FOREST PARTNERS

Hatter Phelps

Catherine D. Mayfield  
PRESIDENT  
MAYFIELD LAND COMPANY, INC.  
A JOINT VENTURE PARTNER  
AUGUSTINE FOREST PARTNERS

Patricia E. Arnold

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 1991.



Patricia E. Arnold

Notary Public, State of Florida  
My Commission Expires Nov. 12, 1991  
Bonded thru Troy Inn - Insurance Inc.

PREPARED BY: Catherine D. Mayfield, 4223 Capital Circle, N.W.  
Tallahassee, Florida 32303