

**AMENDED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDLE GATE**

THIS DECLARATION, is made and executed on this 4th day of August 2005 by Bridle Gate Homeowners Association, whose address is P.O. Box 1088, Crawfordville, FL 32327. WHEREAS, the homeowners of Bridle Gate were duly notified and a quorum of homeowners Bridle Gate did unanimously vote to adopt these new covenants on March 31, 2005. These covenants replace the Declaration of Covenants, Conditions and Restrictions of Bridle Gate made and executed the 2nd day of April, 1997 by CENTURY DEVELOPMENT OF TALLAHASSEE, INC., filed and recorded 4/22/97 TM 13.34 by Brent X. Thurmond Clerk, County of Wakulla, State of Florida as well as any and all amendments to same document.

WITNESSETH:

WHEREAS, the Bridle Gate Homeowners Association governs all of the properties described in "Exhibit A and B" 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 properties 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 BRIDLE GATE Homeowners' Association, Inc., a Florida nonprofit 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 and B" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Plats of BRIDLE GATE shall mean and refer to the plat of BRIDLE GATE and the plat of BRIDLE GATE Phase Two, to be recorded in the Public Records of WAKULLA COUNTY, Florida, together forming the Bridle Gate subdivision.

Section 5. "Lot" shall mean and refer to each lot designated on the Plats of BRIDLE GATE.

Section 6. "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 which will be owned by the Association shall consist of the real property and easement rights described in this Declaration and any areas depicted on any of the Plats of BRIDLE GATE as Common Areas which have not been dedicated and accepted by the local governmental authority.

Section 7 "Quorum" shall mean and refer to a minimum of 20% of all Owners of the Association entitled to cast a vote on matters pertaining to Article II or Article III activity. One vote is entitled to be cast for each lot owned within the Association. A vote is obtained either by being present in person or by completion of a written proxy. As an example; with 75 or 76 lots constituting the association, a quorum would be obtained with 15 owners represented either in person or by written proxy. In the event a quorum of at least 20% is not obtained in the first meeting, a subsequent meeting may be called subject to proper notification of members, and a quorum would thereby constitute one-half (1/2) of the required quorum at the preceding meeting. Such could continue until the required quorum is obtained.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS
PROPERTY 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. Board of Directors. The members shall be allowed to elect all directors of the Association on a one-vote-per-lot basis.

Section 3. On all issues the Owners shall cast their vote on a one-vote-per-lot basis. At any Association meeting, except Board of Director's meetings and various committee meetings, a quorum as defined in Article I, Section 7, must be present in person or by proxy in order for business of the association to be held. Generally, Association meetings are called to (1) elect Board of Directors, (2) make changes to the Declaration of Covenants, Conditions and Restrictions, (3) Change the maximum annual assessment, and (4) levy special assessments. It is possible, that under other circumstances, an Association meeting may be called, but regardless of cause, a proper quorum must be present to conduct Association business.

Section 4. Owners' Easements of Enjoyment. 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 right of the Association to dedicate or transfer 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 the members has been recorded.

Section 5. Delegation of Use. Any owner may delegate, in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation Assessments. The Bridle Gate Homeowner's Association for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments or charges as provided for hereinafter. Annual assessments shall be on a calendar year basis. 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 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 property and for:

- (i). the enforcement of the provisions of this Declaration on behalf of the Association, and to that end, the Board of Directors may levy charges/fines/fees for noncompliance or infractions of Declaration requirements, establish due dates of such charges, with collection as specified in Section 8, this Article and Article XX as may be applicable if unpaid or uncollected
- (ii). the erection of an entrance sign
- (iii). improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

- (a) Subject to the provisions set forth below, the maximum annual assessment for each lot shall be Two Hundred Thirty Five Dollars (\$235.00) per year. The Board of Directors shall determine if an assessment shall be levied and the amount thereof.
- (b) The maximum annual assessment may be increased by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting called for that purpose.

Section 4. 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 enforcing this Declaration on behalf of the Association or the cost of any construction, reconstruction, repair, or replacement of the entrance sign or an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose provided, further, however, any such assessment shall not require such assent if the assessment is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Area.

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 above shall be sent to all owners not less than 30 calendar days nor more than 60 calendar days in advance of the meeting. At such meeting, a quorum as defined in Article I Section 7 should be obtained.

Section 6. Uniform rate of Assessment and Collection. Except as otherwise set forth herein, both annual and special assessments shall be fixed at a uniform rate for all lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Date. The Board of Directors shall determine the commencement date for the annual assessments. Written notice of the annual assessment shall be sent to every Owner subject thereto..

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 rate of twelve percent (12%) 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 collection of any assessment or in connection with the enforcement of the lien resulting therefore. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs to 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.

(a) Notwithstanding the foregoing provisions of this section relative to the collection/nonpayment/remedies of assessments, this section and subparagraph pertain to the collection, effect of nonpayment, and Association remedies as it applies to any charges/fines/fees levied against homeowners for infractions or noncompliance of covenant requirements. Any such levy not paid when due shall bear interest at the rate of twelve percent (12%) per annum. The Association shall be entitled to collect from the homeowner all legal costs, including attorney fees, incurred in connection with or incident to collection of any such levy/charge/fine/fee or in connection with the enforcement of the lien resulting there from. The Association may bring an action at law against the homeowner obligated to pay any such charge/fine/fee to pay the principle, interest, any fee's and/or costs to foreclose the lien against the property. In the event, the homeowner fails to comply with reasonable efforts that the Association is seeking to resolve the noncompliance issue, the Association may be required to take legal action for resolvment such as an injunction or enjojment with all costs borne by the Homeowner.

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. Except as otherwise provided for herein, 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 mortgage 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. Sale or Transfer of a Lot.

(a) Notwithstanding the foregoing provisions, upon the sale or transfer of a lot in a bona fide transaction for fair and adequate consideration, the lien for any unpaid annual or special assessments against such lot for any year or years prior to the year in which the sale or transfer occurs shall be extinguished unless a notice of the lien for such unpaid assessments is filed for record in the Public Records of WAKULLA COUNTY, Florida, prior to the recording in these Public Records of the deed of conveyance or transfer from the owner of the lot who was the owner at the time the assessment was levied. The notice of lien shall recite therein the name of the record owner of the lot at the time the assessment was levied, the legal description of the lot affected by the lien and the original amount of the assessment. The failure to file such notice of lien shall not affect the personal obligation therefore as set forth in this Declaration nor shall it affect the lien against the lot for so long as the owner of the lot at the time the

assessment was levied retains a record ownership interest in said lot other than that held as the holder of a security deed.

(b) In the event there is an unpaid annual or special assessment which was levied during the calendar year in which the lot is sold or transferred prior to such sale or transfer, and no notice of lien was filed prior to the filing of the deed of conveyance or transfer in said Public Records, such assessments shall be prorated as of the date of the sale or transfer and the new owner's pro rata share of such assessment shall continue as a personal obligation and as a lien on the lot as otherwise provided for in this Declaration and the remaining portion of said assessment shall not be the personal obligation of the new owner nor be a lien on said lot; provided however, that such remaining portion shall continue as a lien upon such lot if the Seller or transferor retains an ownership interest in the lot other than that held as the holder of a security deed.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, provided however no land or improvements devoted to the dwelling use shall be exempt from said assessments.

ARTICLE IV EASEMENTS AND DEDICATION

Section 1. Roadway, Utility and Drainage Easements. The Association hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes if and as depicted on the Plat of BRIDLE GATE I and on the Plat of BRIDLE GATE II.

Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility. 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 V ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change to or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other reasonable detail of the same shall have been submitted in writing or Email to the Architectural Committee. This committee shall review such submissions and recommend approval or disapproval to the Board of Directors. The committee will consider the harmony of external design and location in relation to surrounding structures and topography as well as any policy/procedure guidance that may be developed by the committee and/or the Board of Directors. The Board of Directors, will respond in writing/Email to the homeowner as to approval or disapproval of their written/Email submission with the further possibility of any exclusions/limitations or any similar provisions. The Architectural Committee will be appointed by the Board of Directors and serve at the pleasure thereof.

Section 2. Plans and specifications submitted by homeowners must be sufficiently complete in detail so as to make an informed decision. While the committee and the Board have 60 days from receipt of a complete set of plans/specifications to recommend approval or disapproval, it is the expressed desire of the Board that such approval or disapproval be accomplished within 30 days. Homeowners are encouraged to retain copies of the approved/disapproved submissions so as to address questions that may arise in the future.

Section 3. The Architectural Committee and the Board of Directors have developed guidelines and procedures for homeowners to follow. Such guidance is available to homeowners as a handout. Such guidance is intended to be directive in nature and express the basic "do's and don'ts" of the homeowners association.

**ARTICLE VI
SUBDIVISION OF LOT**

Except as set forth below, no Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying part of his lot to the Owner of an adjacent Lot, provided that the Board of Directors has approved such conveyance in writing. Such approval shall be at the sole discretion of the Board of Directors.

**ARTICLE VII
DWELLING SIZE**

Section 1. Bridle Gate I. No dwelling shall be permitted on any Lot indicated on the Plat of Bridle Gate I unless the ground floor of the main area of the structure contains at least Thousand (1000) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Eight Hundred (800) 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 Twelve Hundred (1200) 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).

Section 2. Bridle Gate II. No dwelling shall be permitted on any Lot indicated on the Plat of Bridle Gate II unless the ground floor of the main area of the structure contains at least Twelve Hundred (1200) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Thousand (1000) 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 Fourteen Hundred (1400) 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).

**ARTICLE VIII
BUILDING DRIVEWAY AND FENCE LOCATION
AND SIGHT RESTRICTIONS**

Section 1. Buildings: Building locations shall be approved by the Architectural Committee and the Board of Directors, provided, however, no building shall be located on any lot: nearer than Twenty Five (25) feet to the front lot line; nearer than fifteen (15) feet to the rear lot line; nearer than Eight (8) feet to a side-interior lot line; nor nearer than Fifteen (15) feet to a side street lot line. For the purposes of this Article, eaves and steps shall not be

considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

Section 2. Driveways: 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 One (1) foot to an interior lot line.

Section 3. Fences: No Fence shall be located nearer to the front lot line than the rear corners of the primary building. The location and design and material of which it's constructed must be approved by the Architectural Committee and the Board of Directors in accordance with the provisions of this Declaration. Fencing shall start at the rear corners of the primary building and proceed to the side lot lines, down the side lot lines, and across the rear yard., in effect, enclosing the rear yard. The portion of the fence facing the front yard should have a gate large enough for vehicle access into the rear yard on one side of the primary building. Those yards which border a paved street may have the vehicle gate access off of the paved street. No fence shall be located on any lot unless the installation, color, and design of the fencing, as well as the material it's constructed of, have been approved by the Architectural Committee and the Board of Directors. No partial fences are allowed. An exception to enclosing the rear yard may be made for those homes bordering on the 20 foot buffer zone. Those homes, if requested in writing to the Architectural Committee/Board of Directors, may request that their fencing not be required to go across the rear lot line that parallels the 20 foot buffer and for which there are no Bridle Gate Homeowners located behind their rear yard. At present, this exception applies to the odd number addresses on Traynor Court and the even number addresses on Bridle Gate Court. It is possible that a couple of the homes at the cul-de-sac end on Traynor, Shoemaker, and Bridle Gate Court may also be eligible for the exception. Application to the Architectural Committee and Board may be made for a determination. Fencing shall be constructed of wood or vinyl, not wire or chain link, and may either be a 6' or 8' privacy fence or a 4' or 6' picket fence.

A privacy fence is required if recreational vehicles such as boats or RVs, or vehicles named in Article XVI of this covenant are to be kept in the rear yard on a temporary or permanent basis. A wooden/vinyl fence is required to be maintained across the rear yards for those homes located on the south side of Bridle Gate Drive as those properties have no buffer zone and border up against private property. Any exceptions are to be applied for in writing/Email to the Architectural Committee/Board of Directors.

Section 4. Sight Restrictions: The detached single family residence, the primary building, shall face the street. No landscaping or other improvement which obstructs horizontal sight lines shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points Twenty Five (25) from the intersection of street lines, which distance, in the case of a rounded corner, shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same obstruction of sight line provisions shall apply to the area of every lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway payment. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may recommend and the Board of Directors may, in its sole discretion, grant variances to the restrictions provided for in this section.

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**ARTICLE IX
NUISANCES**

No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision also applies to the common area.

**ARTICLE X
GARAGES AND CARPORTS,
TEMPORARY STRUCTURES**

Section 1. Bridle Gate II. Each building on a lot indicated on the Plat of Bridle Gate II shall have a functional garage attached thereto which shall be designed to accommodate the parking of at least two (2) automobiles.

Section 2. Garage doors. The owner of each Lot indicated on the Plat of Bridle Gate I or on the Plat of Bridle Gate II, on which a garage is placed, may keep the garage door open if a neat, clean and orderly appearance of the garage is maintained. If orderly appearance of the garage is not maintained and the garage door is kept open for an extended period of time, the homeowner will be notified by the Board.

Section 3. Temporary Residences - No structure of a temporary or permanent character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently.

**ARTICLE XI
SIGNS**

Signs advertising property for sale or lease must be professionally lettered and not more than 5 square feet. One "For Sale" sign will be allowed at the Bridle Gate entrance. Realtors and/or homeowners may not place directional signs within the neighborhood without permission of the property owner. Political signs are allowed and must be removed 1 day after election and must be professionally lettered. Yard sale signs may be hand lettered and must be removed within 1 day after the event.

**ARTICLE XII
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 the Owner shall maintain 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 pen, 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 the provisions of this Declaration. Crop and/or vegetable gardens shall be in the rear yard only. Pens, doghouses, enclosures or other structures intended for a household pet should be in the rear yard and located

behind a wood/vinyl fence approved by the Architectural Committee. Temporary use of dog lines is approved.

**ARTICLE XIII
RADIO AND TELEVISION ANTENNA,
SPORTS EQUIPMENT AND TANKS**

No exterior radio or television antenna may be installed on any portion of the property unless such installation, size and design of the antenna have been approved by the Architectural Committee. Sports and play equipment shall be located to the rear of the dwelling except for basketball hoops which are allowed in the driveway area. No tank for water, fuel or other substance or generator shall be placed or permitted to remain on any lot unless hidden behind a fence or other acceptable structure.

**ARTICLE XIV
MAIL BOXES**

No uniform provisions for mailboxes are in effect, except in the case of extreme conditions. It is at the discretion of the Architectural Committee and the Board as to what is extreme. The mail box shall be located at the front of the lot in accordance with the United States Postal Service requirements.

**ARTICLE XV
EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his lot, and the exterior of the building located, on the lot in a neat 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 attorney's fees, in the manner assessments are enforced and collected under the provisions of this Declaration. 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 XVI
BOATS, TRAILERS,
RECREATIONAL VEHICLES AND ACTIVITIES**

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 within an enclosed garage or at the rear of the lot and behind a privacy fence conforming to the covenants governing fences. 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 unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

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**ARTICLE XVII
ACCESS TO OTHER PROPERTY**

No owner shall permit or otherwise allow any portion of any lot to be utilized as an 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.

**ARTICLE XVIII
VEHICLES PROHIBITED**

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

**ARTICLE XIX
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 XX
GENERAL PROVISIONS**

Section 1. Enforcement and Attorneys' Fees. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. Without limiting the generality of the foregoing, the prevailing party in any litigation shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. 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 by vote of the Association. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each lot in such annexed area shall have the same rights, benefits, obligations

and duties as the Owners of the lots described in this Declaration.

Section 4. Duration/Amendment The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date of recording of the original Declaration in the Public records of WAKULLA COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are removed or modified in whole or in part, which instrument shall be filed for record in the appropriate WAKULLA COUNTY Public Records and in the manner then provided by law. 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.

IN WITNESS WHEREOF, the undersigned, being the duly elected Board of Directors, herein, have caused this Declaration to be executed the day and the year first above written.

Mindy Hill, President Mindy Hill August 4, 2005
 Ellen Y. Davies, Vice President Ellen Y. Davies August 4, 2005
 Al Hewitt, Treasurer Al Hewitt August 4, 2005
 Lorene Broussard, Secretary Lorene Broussard August 4, 2005
 Shirley Fitch, Board Member Shirley Ann Fitch August 4, 2005

WITNESS (printed name) KENNETH FITCH
 SIGNATURE Kenneth Fitch August 4, 2005

WITNESS (printed name) Christopher M. Hill
 SIGNATURE Christopher M. Hill August 4, 2005

Inst:0000228444 Date:08/11/2005 Time:15:29
 DC, Brent Thurmond, WAKULLA County B:609 P:88

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Exhibit "A"

Commence at a concrete monument marking the Southeast corner of Fractional Section 19, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 73 degrees 01 minutes 09 seconds West along the Southerly boundary of said Section 19 and along the Northerly boundary of Lot 74 of the Hartsfield Survey of Lands in Wakulla County, Florida, a distance of 1879.60 feet, thence run South 17 degrees 44 minutes 02 seconds East 519.58 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 17 degrees 44 minutes 02 seconds East 348.95 feet to a St. Joe Paper Company monument on the Northwestern right-of-way boundary of U.S. Highway No. 319, thence run South 18 degrees 38 minutes 00 seconds West along said right-of-way boundary 254.12 feet to a concrete monument, thence run South 75 degrees 09 minutes 06 seconds West 1129.34 feet to concrete monument on the Westerly boundary of said Lot .74, thence run North 15 degrees 05 minutes 59 seconds West 357.13 feet to a concrete monument, thence run North 72 degrees 27 minutes 44 seconds East 280.32 feet to an old axle, thence run North 00 degrees 21 minutes 50 seconds East 162.04 feet, thence run North 73 degrees 04 minutes 18 seconds East 931.62 feet to the POINT OF BEGINNING containing 14.20 acres, more or less.

EXHIBIT "B"

BRIDAL GATE LEGAL DESCRIPTION (TAKEN FROM 226-PLT.DWG 3-28-97) COMME

COMMENCE at a nail and cop (#2919) marking the Southeast accepted corner of Lot 75 of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run North 17 degrees 03 minutes 17 seconds West 2220.60 feet to on iron bar marking the POINT OF BEGINNING. From said POINT OF BEGINNING, thence North 17 degrees 24 minutes 00 seconds West 1219.11 feet to a 3" x 5" concrete monument, thence continue North 17 degrees 24 minutes 00 seconds West 73.69 feet to a set concrete monument (#5051), thence South 72 degrees 00 minutes 00 seconds West 1108.26 feet to a set concrete monument (#5051) lying on the Easterly boundary of The Pines Unit 1, a subdivision as per map or plot thereof recorded In Plot Book 2, Page 28 of the Public Records of Wakulla County, Florida, thence along said subdivision boundary South 00 degrees 08 minutes 35 seconds East 76.89 feet to an old axle, thence South 17 degrees 18 minutes 03 seconds East 1219.63 feet to an old axle, thence North 72 degrees 00 minutes 00 seconds East 1133.18 feet to the POINT OF BEGINNING; containing 33.57 acres, more or less.

FL# 141576 B 297 P 580
REC NO. 17112013272

Inst:0000228444 Date:08/11/2005 Time:15:29
_____, Brent Thurmond, WAKULLA County B:609 P:89

STATE OF FLORIDA

COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me on this 4th day of August, 2005, by the elected Board of Directors of Bridle Gate Homeowners Association, who are all personally known to me and did not take an oath.



Cynthia Crona-Hudson
Notary Public

Inet:0000228444 Date:08/11/2005 Time:15:29
DC, Brent Thurmond, WAKULLA County B:609 P:90

UNOFFICIAL COPY