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COUNTY OF LEON, FLORIDA
ON 11/11/1985
AT 10:00 AM
BY CLERK OF COURT

BUCK LAKE ESTATES UNIT NO. 2
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 20th day of November, 1985, by ALBAN STEWART, hereinafter referred to as Landowner,

W I T N E S S E T H :

WHEREAS, Landowner is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with streets, drainage facilities, and other common facilities for the benefit of the said community and,

WHEREAS, Landowner desire to provide for the preservation of the values and amenities in said community and for the maintenance of the common facilities, buildings, structures and personal property incident thereto, and, to this end, desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Landowner declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION

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 follow.

Prepared By:
John Gwynn Ahy
Williams Street

Commence at a concrete monument marking the Southeast corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida and run thence North 00 degrees 18 minutes East along the Section Line 161.83 feet, thence run North 89 degrees 42 minutes West 510.0 feet, thence South 00 degrees 18 minutes West 295.27 feet to a concrete monument on the Northerly boundary of the right-of-way of State Road No. 158 (Buck Lake Road) said point also being the Southwest corner of Buck Lake Estates, a subdivision as per map or plat thereof recorded in Plat Book 8, page 100 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 00 degrees 18 minutes East (Bearing Base) along the Westerly boundary of said Buck Lake Estates 1914.06 feet to a concrete monument, thence North 89 degrees 42 minutes West 460.13 feet to a concrete monument, thence South 00 degrees 16 minutes 30 seconds West 1511.32 feet to a concrete monument, thence South 89 degrees 58 minutes 49 seconds West 134.68 feet to a concrete monument, thence North 89 degrees 26 minutes 13 seconds West 553.63 feet, thence South 00 degrees 31 minutes 38 seconds West 429.86 feet to a point of curve to the right, thence run Southwesterly along said curve with a radius of 30 feet, through a central angle of 90 degrees 02 minutes 20 seconds for an arc length of 47.14 feet (the chord of said arc lying South 45 degrees 33 minutes 58 seconds West 42.43 feet), to a concrete monument on the Northerly right-of-way of said State Road No. 158, thence run South 89 degrees 26 minutes 02 seconds East along Northerly right-of-way 583.47 feet to a point of curve to the left, thence run along said curve with a radius of 2824.93 feet, through a central angle of 12 degrees 10 minutes 31 seconds for an arc length of 600.29 feet (the chord of said arc being North 84 degrees 31 minutes 44 seconds East 599.16 feet) to the POINT OF BEGINNING containing 27.86 acres more or less and lying in parts of Section 23 and Section 26, Township 1 North, Range 1 East, Leon County, Florida.

LESS AND EXCEPT:

Commence at a concrete monument marking the Southeast corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 18 minutes East along the Section Line 161.83 feet, thence North 89 degrees 42 minutes West 510.00 feet, thence South 00 degrees 18 minutes West 295.55 feet to a concrete monument on the Northern boundary of State Road No. 158 (Buck Lake Road), marking the POINT OF BEGINNING. From said POINT OF BEGINNING, run North 00 degrees 18 minutes East 271.05 feet to a concrete monument, thence North 39 degrees 42 minutes West 200.49 feet to a concrete monument, thence Southwesterly along a curve to the right with a radius of 130.0 feet, a central angle of 13 degrees 13 minutes for an arc distance of 30.00 feet (the chord of said arc bears South 11 degrees 51 minutes West for 29.93 feet) to a concrete monument, thence South 23 degrees 22 minutes East 283.00 feet to a concrete monument on the Northern boundary of said Road No. 158, thence Northeasterly along a curve to the left with a radius of 2824.93 feet, along the Northern boundary of said Road No. 158, an arc distance of 95.00 feet to the POINT OF BEGINNING, containing 1.00 acres, more or less.

ARTICLE TWO
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit)

shall have the following meanings:

- (a) "Living Area" shall mean and refer to those heated and/or air conditioned areas which shall not include garages, carports, porches, patios, or storage areas.
- (b) "Living Unit" shall mean and refer to any portion of a building situate upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure.
- (e) "The Properties" shall mean and refer to all properties which are subject to this Declaration or any Supplemental Declaration under the provisions of Article One, hereof.

ARTICLE THREE
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records at the time

of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Landowner reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained.

ARTICLE FIVE

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the written approval of the Landowner, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned subdivision, as more particularly described in Article One hereof.

ARTICLE SIX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height,

materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) representatives appointed by the Landowner. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are inconsistent as to the harmony of external design and location in relation to surrounding structures and topography. The Architectural Control Committee shall have the authority to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Committee determines such violation to be a minor or insubstantial violation.

ARTICLE SEVEN

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee shall be composed of three Owners appointed by the Landowner. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and

Specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other improvements, including fences, proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used to be used as the Architectural Control Committee shall specify and require. Two copies of such plans shall be submitted to the Architectural Control Committee for approval. One copy will be retained by the Committee and one copy will be returned to the owner/builder after approval.

ARTICLE EIGHT

LAND USE AND BUILDING TYPE

No lot shall be used except for single family 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 two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A lot may not be subdivided into a smaller lot than as shown on the recorded plat of Buck Lake Estates Unot No. 2 subdivision. Two or more lots may be added together and considered as one lot for building purposes only.

ARTICLE NINE
LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 30,000 square feet. This provision shall not apply, however, to prohibit the construction of a building on a lot containing not less than 25,000 square feet where such deficiency is attributable to an exercise of the power of eminent domain, or some similar power.

ARTICLE TEN
DWELLING QUANTITY AND SIZE

The main structure shall contain not less than 1800 square feet of "Living Area" as defined in Article Two (a).

ARTICLE ELEVEN
BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line than forty (40) feet, the rear lot line than forty (40) feet, or nearer to the side lot line than twenty-five (25) feet. No "Lot" that borders on Buck Lake Road (State Road 158) shall have a driveway or direct access to said road from said lot.

(b) No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up turn-around pad may be located as near as one (1) foot to a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior lot line.

(d) For the purposes of this covenant, 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 lot.

(e) Clothes lines are permitted provided they are properly constructed and not visible from the front of the building.

ARTICLE TWELVE
EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of any out building must be of the same design and built of the same material as the main dwelling house, unless this requirement is specifically waived in writing by the Architectural Control Committee. There will be no asbestos or plywood exterior siding or exposed concrete block construction (concrete block may be covered by stucco or other suitable material approved by the Architectural Control Committee) permitted. No mobile homes or prefabricated movable dwellings will be allowed.

ARTICLE THIRTEEN
GARAGES AND CARPORTS

Each "Living Unit" shall have a function carport or garage attached to the residence. The carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall be obscured from view from the outside. All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property, or a street in case of a corner lot.

Nothing, other than automobiles, shall be parked in the driveway. Boats, trailers, and campers shall be parked or stored within the garage or carport or placed behind the residence in such a manner that the vehicles shall not be visible from the street which runs in front of the property. No trucks, autos or other vehicles may be supported on concrete blocks or otherwise on a lot in a state of mechanical disrepair. Garages and carports shall be large enough to take care of all vehicles regularly parked by owner.

ARTICLE FOURTEEN
TELEVISION ANTENNAS

Exterior television and radio antenna installations are not permitted unless approved in writing by the Architectural Control Committee. If a central TV antenna system is available in the area,

this central system must be used in lieu of individual antenna systems. No satellite discs, unless screened from view from the street and from neighbor's views, shall be allowed on any lot.

ARTICLE FIFTEEN

WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE SIXTEEN

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE SEVENTEEN

GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

ARTICLE EIGHTEEN

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE NINETEEN

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE TWENTY

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE TWENTY-ONE

EASEMENTS

Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE TWENTY-TWO
LIVESTOCK AND POULTRY

No animals, livestock, 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 they are confined to the property of the owner of the pets.

ARTICLE TWENTY-THREE
OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE TWENTY-FOUR
NUISANCES

No noxious or offensive activity 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.

IN WITNESS WHEREOF, said Landowner has caused this instrument to be signed and sealed this 20th day of Nov. 1985.

Signed, sealed and delivered in the presence of:

John A. [Signature]
Alban M. Barksdale

[Signature]
ALBAN STEWART (SEAL)

Landowner

The foregoing was acknowledged before me this 20th day of November, 1985, by ALBAN STEWART, as Landowner.

Alban M. Barksdale
Notary Public, State of Florida at Large. My Commission Expires: Sept. 13, 1988
Notary Public, State of Florida
Commission Expires Sept. 13, 1988