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SEP 10 3 34 PM 1980

AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

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SEP 15 4 23 PM 1978

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

CALOSHELL CORP., hereinafter called Declarant, is the owner in fee simple of certain real property located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto.

Such real property will be platted in a recorded subdivision known as CONTINENTAL OAKS.

ARTICLE I. DEFINITIONS

Section 1. "Declarant" shall mean Caloshell Corp, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above, or any re-subdivision of such lots.

Section 3. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the recorded subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 4. "Subdivision" shall mean the recorded subdivided real property hereinbefore described.

ARTICLE II. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot may be used for any purpose allowed under the zoning regulations of Leon County. The purpose of this section is to promote a harmonious blend of office and multi-family residential development with limited convenience commercial uses.

Section 2. No noxious or offensive activity shall be carried on in or on any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of declarant and the transferee of declarant in developing all of the lots as provided in Section 13 below.

*Re-recorded to reflect Exhibit "A" on Public Records

Section 3. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Declarant, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 4. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to Section 2 above, so long as they are not kept, bred, or maintained for commercial purposes.

Section 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view as much as is practically possible. No junk cars or any offensive eye-sore shall be permitted on any lot or on the common area.

Section 7. No fence, hedge, wall, or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans. No fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is the greater distance without prior architectural approval. No fence shall be located nearer than two inches to an interior property line.

Section 8. No trailer, basement, tent, shack, garage, barn, outbuilding, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 9. No trucks larger than one ton shall be kept on the property.

Section 10. All sheds and separate buildings shall be constructed and completed in a style that will not conflict with the overall appearance of the residential development.

Section 11. No building shall be constructed any nearer than sixty feet to the existing right of way line of Ocala Road.

Section 12. Access directly onto Ocala Road from lots within this subdivision or any resubdivision thereof shall not be permitted. Access from any lot shall be onto an interior road within the subdivision whether public or private.

Section 13. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The Completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from going on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a developed community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE III. ARCHITECTURAL CONTROL

Section 1. Creation of architectural committee. The Declarant shall appoint a committee to be known as the architectural committee. Such committee shall consist of one or more officers of the Declarant. The committee must approve, in writing, any proposed construction before it is commenced.

Section 2. Alterations, additions, and improvements of buildings. No owner shall make any structural alteration, or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefor by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 3. Miscellaneous additions and alterations. No building, fence, wall, or other structure shall be erected or maintained on any lot within the subdivision, nor shall any exterior addition, including replanting, antennas, clotheslines, or other external attachments be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors, and

locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to surrounding structures and topography.

Section 4. Damage and destruction of residences; approval of structural variances. Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the architectural committee for reconstruction, rebuilding, or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Approval of committee; how evidenced. Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within thirty days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

ARTICLE IV. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his building, keeping the same in a condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.

ARTICLE V. OWNERS' OBLIGATION TO REBUILD

If all or any portion of a building is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its

appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within eight months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association or 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 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. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by owners of not less than three-quarters of the property covered under this document.

Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner thereof for a period of thirty-five years from the date hereof. Thereafter, they shall automatically be extended for additional periods of ten years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed in Tallahassee, Florida, on the 15th day of
September, 1978.

WITNESSES:

Carol M. Haslam
Murray A. Tucker

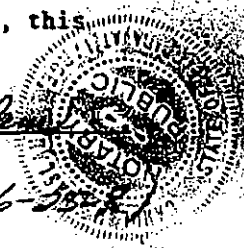
CALOSHELL CORP.

By Bruce Pelham
Bruce Pelham, Vice President

STATE OF FLORIDA)
*
COUNTY OF LEON)

I Hereby Certify that before me personally appeared
Bruce Pelham, as Vice President, of CALOSHELL CORP., this
15th day of September, 1978.

Carol M. Haslam
Notary Public
6-25-81
My Commission expires: 6-25-81



Prepared by: Bruce Pelham, Esq.
5126 Woodlane Circle
Tallahassee, Florida 32303

EXHIBIT "A"

Commence at the Northwest corner of Section 27, Township 1 North, Range 1 West, Leon County, Florida, and run North 89 degrees 57 minutes 37 seconds East along the Section Line 2913.96 feet, more or less, thence South 00 degrees 19 minutes 48 seconds East along the Westerly right of way boundary of Ocala Road and a projection thereof a distance of 1111.82 feet to a Point of Curve to the left, thence along said right of way curve with a radius of 5962.71 feet, through a central angle of 05 degrees 00 minutes 20 seconds for an arc distance of 520.94 feet, thence South 05 degrees 20 minutes 08 seconds East along said right of way boundary 966.3 feet to the Point of Beginning. From said Point of Beginning continue South 05 degrees 20 minutes 08 seconds East along said right of way boundary 678.06 feet, thence leaving said right of way boundary run South 84 degrees 39 minutes 52 seconds West 109.22 feet to a point of curve to the left run thence along said curve with a radius of 135.56 feet through a central of 84 degrees 55 minutes 05 seconds for an arc distance of 200.91 feet run thence North 88 degrees 56 minutes 54 seconds West 305.00 feet, run thence North 01 degree 03 minutes 06 seconds East 30.00 feet, run thence North 88 degrees 56 minutes 54 seconds West 140.00 feet, run thence South 01 degree 03 minutes 06 seconds West 30.00 feet, run thence North 88 degrees 56 minutes 54 seconds West 263.26 feet, run thence North 02 degrees 32 minutes 05 seconds West 836.72 feet, run thence North 02 degrees 32 minutes 38 seconds West 238.40 feet, run thence South 88 degrees 48 minutes 51 seconds East 5.81 feet to a point of curve to the right, run thence along said curve with a radius of 300.00 feet through a central angle of 81 degrees 57 minutes 12 seconds for an arc distance of 429.11 feet, run thence South 89 degrees 50 minutes 26 seconds East 627.15 feet to the Point of Beginning, containing 18.07 acres, more or less.