

THIS DECLARATION of covenants and restrictions made this 26th day of August, 1992, by James M. Rudnick and Donald P. Hengstbeck, hereinafter referred to as "Declarant".

ARTICLE I -- PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness and desirability of the real property described in Article II hereof, and in order to provide for the administration and maintenance of certain portions of said real property and for the enforcement of these covenants and restrictions, hereby declares that the real property described in Article II hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II -- PROPERTY SUBJECT TO THIS 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:  
SEE ATTACHMENT "A".

Section 2. Additional Property. Additional Units of LINENE ESTATES, or other properties, may become subject to this Declaration by either of the following:

- A. Recordation of a document 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.
- B. Recordation of additional declarations as the Declarant and additional property owner(s), if other than Declarant, shall at their sole discretion deem appropriate.

All rights resulting to Members of the LINENE ESTATES HOMEOWNERS' Association shall be uniform as between all Units of LINENE ESTATES.

ARTICLE III -- DEFINITIONS

- A. "Association" shall mean and refer to LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
- B. "BOARD" shall mean and refer to the Board of Directors of LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC.
- C. "Bylaws" shall mean and refer to the Bylaws of the Association.
- D. "Committee" shall mean and refer to the Architectural Control Committee.
- E. "Common Area" shall mean and refer to any real property, easements, and facilities which the Association owns or maintains for the common use and enjoyment of the owners, including but not limited to roadway and drainage easements.
- F. "Declarant" shall mean and refer to JAMES M. RUDNICK and DONALD P. HENGSTBECK, their successors and assigns.
- G. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- H. "Lot" shall mean and refer to each parcel or tract of land located within the Properties upon which a dwelling may be constructed.
- I. "Member" shall mean and refer to any member of LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC.
- J. "Owner" shall mean and refer to the record fee simple owner, whether one or more persons or entities, of any lot which is part of the Properties, but excluding those having an interest merely as security for the performance of an obligation.
- K. "properties" shall mean and refer to the real property described in Article II, hereof.

ARTICLE IV -- USE RESTRICTIONS

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, and 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 1600 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 1,200 square feet of heated and/or air-conditioned completely finished living area. Any detached storage building or workshop may be used only for private, non-commercial purposes. Any such detached building shall be subject to the approval of the Committee. The exterior construction material shall be not less than two-thirds (2/3) brick for the

main dwelling, unless specifically approved by the committee for exterior construction material of otherwise high quality.

Pipes, wires, or other appurtenances underrun or adjoining a structure shall not be exposed and shall be enclosed as part of the overall construction project. Windows, doors, or other similar structures using aluminum shall be constructed of anodized aluminum.

When the construction of any building is 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, if 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 and Carports.** Each living unit shall have a functional 2-car carport or garage. All attached garage and attached carport entrances shall face the rear property line or a side property line; in no instance shall the entrance be permitted to face the front property line of the property. All detached garages and carport entrances shall face the rear property line or a side property line except when specifically approved otherwise by the Committee for entrances shielded from view by the main structure. Garage or carport entrances on any lot adjoining a lot at the end of any cul-de-sac shall not face the lot at the end of the cul-de-sac.

**Section 3. Driveways and Sidewalks.** All driveways shall be constructed of concrete or paving bricks and have a minimum width of 10 feet. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 36 inches.

**Section 4. Improvement Setbacks and Location.** No building or structure shall be located nearer than 10 feet to the front roadway easement or rear lot line, nor nearer than 15 feet to any side lot line, nor nearer than 25 feet to any side roadway easement.

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

No driveway or back-up turn-around pad shall be located nearer than 5 feet to an interior property line.

No fence or 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, gates 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.

**Section 5. Temporary Structures.** No structure of a temporary character, including but not limited to, mobile homes, travel trailers, motor homes, buses, tents, boats, bomb shelters, sheds, garages, barns or other buildings, tool or storage sheds, or any other 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 unit 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 dish, 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 setback 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 lot, 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.** Any water pumps or 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. Building Maintenance.** All owners shall maintain structures in good repair and keep the same safe, clean, orderly, and attractive in appearance at all times. The Committee shall be the judge as to whether the structures are safe, clean, orderly, and attractive in appearance, and properly painted or preserved, and where the Committee notifies the particular owner in writing that said structure fails to meet acceptable standards, said owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and that failing to remedy such condition, the owner or tenants hereby covenant and agree that the Association may, at its sole discretion, perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said structure up to acceptable standards; all such repairs and actions to be at the sole expense of the owner. The cost of such repairs and actions shall be assessed against the lot upon which the repairs or action is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the owner. It shall also constitute a lien against the lot and a personal obligation of the owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

**Section 12. Property Maintenance.** All owners shall keep their lots mowed and maintained regularly. Where lot border on or contain ditches, ponds, drainage canals or swales, the owner of each lot shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Yachting or erosion on the lot shall be properly attended to and repaired by the respective lot owner. Trash, litter or other debris dumped upon any lot shall be promptly removed by the lot owner. The Committee shall be the judge as to whether the property is safe, clean, orderly, and attractive in appearance, and where the Committee determines that said property fails to meet acceptable standards, then the Association may, at its sole discretion, perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said property up to acceptable standards; all such actions to be at the sole expense of the owner. The cost of such actions shall be assessed against the lot upon which the action is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the owner. It shall also constitute a lien against the lot and a personal obligation of the owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

**Section 13. Business or Commercial Activity.** No commercial business shall be allowed.

**Section 14. Dumping.** The property shall not be used as, maintained as, or allowed to become a dumping ground for scrap, litter, fill, leaves, limbs, discarded building materials, appliances, junk cars, rubbish or other debris.

**Section 15. 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 operative automobiles shall be parked in driveway, or in the front yard of the residence.

**Section 16. 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 Association may come upon the lot to remove property being stored in violation of this 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 17. 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 18. 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 a builder to advertise the property during the construction and sales period.

**Section 19. 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 20. Livestock and Poultry.** 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 Association taking whatever action is appropriate to remove such nuisance.

**Section 21. 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 22. 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.

**Section 23. Modification of Common Areas.** No change or modification to any Common Area shall be made without the prior written approval of the Association.

#### ARTICLE V -- ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Membership.** The Board shall, at its sole discretion, appoint or remove the members of the Architectural Control Committee. The Committee may designate a representative to act for it by executing an instrument to that effect. The Committee shall initially consist of JAMES R. RIDDICK. Upon the death, resignation, or removal of any member of the Committee, the Board shall appoint a successor Committee member. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**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 and until the location, 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 Association. In the event the Committee fails to approve or disapprove such plans and specifications as submitted and recaptured, within 30 days of written receipt thereof, approval shall be deemed to have been given. However, 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 but not limited to the color of the trim, gutters, windows, 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, well, driveway and sidewalk locations and other structures and improvements proposed to be constructed on the lot.

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.

#### ARTICLE VI -- HOMEOWNERS' ASSOCIATION

##### Section 1. General

Declarant has deemed it desirable for the efficient preservation of the values and amenities in LIMHE ESTATES to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property owners in LIMHE ESTATES in general. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Florida, as a non-profit corporation, LIMHE ESTATES HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the aforesaid powers. The affairs of the Association shall be managed by a board of three directors, who need not be members of the Association. The first election to the board, as described in the Association's Articles of Incorporation and Bylaws, shall be held before more than fifty (50) percent of the lot have been sold or

deducted away by the Declarant. The Association shall have such ~~power~~ in the governance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may include, but not be limited to, maintenance of roads, easements and other common areas. The Association may engage in any other activity or assume any responsibilities that may be considered as promoting the common interest of LINENE STATES residents.

The Association shall be responsible for the perpetual maintenance of the roadway easements, drainage easements, and stormwater management facilities conveyed unless or until the appropriate governmental body of Leon County, Florida accepts this responsibility from the Association.

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#### **Section 2. Membership**

Each Owner shall be a member of the Association and shall abide by this Declaration, the Association's Articles, Bylaws, rules and regulations, and shall be liable for the payment of all assessments levied.

#### **Section 3. Voting Rights**

The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each lot owned. When more than one person holds such interest in any lot, all such persons shall collectively be entitled to one vote per lot, which vote shall be exercised as they among themselves determine.

No member shall be entitled to vote unless such member has fully paid all assessments as provided herein as shown by the books of the Association.

#### **Section 4. Assessments**

**A. Creation of Lien and Owner's Obligation.** Each Owner, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenant and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessments are made. Each such assessment, together with such interest and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the record owner of such property at the time when the assessment becomes due.

**B. Purpose of Assessment.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of LINENE STATES, and in particular for the improvement and maintenance of roads, easements, and common areas, services, and facilities devoted to the purpose and related to the use and enjoyment of the common areas and of the homes upon the Properties, including but not limited to, the payment of taxes, insurance, repairs, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

**C. Annual Assessments.** The annual assessment per lot for the calendar year 1990 shall be \$100.00 and shall be due and payable on or before the date fixed by the Board of Directors of the Association. The first annual assessment for the initial purchaser shall be pro-rated as of the date of closing. The annual assessment may be increased by the Board not to exceed ten percent (10%) over the assessment of the previous year. The Board shall provide written notice of such change in the amount or due date of the assessment at least thirty (30) days in advance of such due date. Twenty-five (25) percent of each annual assessment shall be placed in a reserve account for future major repairs or replacement.

**D. Special Assessment.** In addition to the annual assessments authorized herein, the Association may levy a special assessment, in any assessment year for that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting. The due date of any special assessment levied shall be fixed in the resolution authorizing such assessment.

**E. Change in Maximum Annual Assessment Increase.** The Association may change the maximum amount of the annual assessment increase fixed herein (10%), provided that such change shall be approved by two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

**F. Quorum.** The quorum required for any action authorized by the Change in Maximum Annual Assessment Increase provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another

meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

G. **Duties of the Board and the Association.** The Board shall cause to be prepared a roster of the properties and assessments applicable thereto, which roster shall be kept at the principal address of the Association. The Association shall, upon request, furnish to any Owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the Owner's lot has been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

H. **Rights of Declarant.** Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of annual assessments against lots owned by Declarant and held for sale in the normal course of business until fifty (50) percent of the lots have been sold or deeded away. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of or reimburse to the Association all expenses incurred by the Association, in performance of duties hereunder, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay for lots owned at the time of the expense, if this exemption from payment of annual assessments had not been in effect.

I. **Effect of Nonpayment of Assessments.** If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

J. **Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

#### ARTICLE VII -- JOINDER BY ASSOCIATION

The Association joins with the Declarant and agrees to accept all of the Association responsibilities which are described herein, including but not limited to maintenance of roads and other common improvements. "I"

#### ARTICLE VIII -- GENERAL PROVISIONS

**SECTION 1. Enforcement.** The Declarant, Association, or any owner shall have the right to enforce, by proceedings at law or in equity, these covenants and restrictions, seeking injunctive relief or damages, or both. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal, as are reasonably incurred in such action. There shall be no liability for the failure to enforce the terms of this Declaration.

**SECTION 2. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these covenants or any previous covenants and restrictions, all of which shall remain in full force and effect.

**SECTION 3. Captions.** Paragraph titles or captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Declaration or the intent of any provision hereof.

**SECTION 4. Singular, Plural and Gender.** Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural; the masculine gender shall include the feminine and neuter gender; and the word "person" shall include a corporation, firm, partnership or other form of Association.

**SECTION 5. Additional Covenants or Restrictions.** No property owner shall,

without the prior written approval of the Declarant, impose any additional covenant or restrictions on any part of the land located in any Unit of LINDHE ESTATES.

**SECTION 6. Notices.** Any notice required to be sent to any Member or 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 Member or Owner on the records of the Association at the time of such mailing.

**SECTION 7. Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities, as shown on the LINDHE ESTATES plat, shall be reserved upon said plats' recordation in the Public Records of Leon County, Florida. 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 said utilities, or which may obstruct, retard, or change the direction of 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.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonable required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

**SECTION 8. 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 the Association, 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 covenant and restrictions in whole, or in part.

**SECTION 9. Dedication of Common Area.** The Declarant shall deed or otherwise dedicate the private streets or roads, drainage facilities, and other required common area improvements, to the Association before more than seventy (70) percent of the lots have been sold or deeded away by the Declarant. The Association shall have the right to dedicate, sell, 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. No such dedication or transfer shall be effective unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to such dedication, sale or transfer. The Association shall be required to dedicate to public use any street or road in the subdivision whenever two-thirds (2/3) of the owners of two-thirds (2/3) of the property abutting such street or road present a signed petition proposing such dedication to the County or a successor local government agrees to accept the street or road as a public right-of-way. The Association shall be prohibited from dedicating to public use any street or road in the subdivision unless two-thirds (2/3) of the owners of two-thirds (2/3) of the property abutting such street or road present a signed petition proposing such dedication to the County or a successor local government and such local government agrees to accept the street or road as a public right-of-way.

**SECTION 10. Declarant's Development Rights.** Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant or its contractors or subcontractors from doing or performing on all or any part of LINDHE ESTATES actually owned or controlled by Declarant or upon the common areas, whatever they determine to be reasonable, necessary or advisable in connection with the completion of the development of the property.

**SECTION 11. Amendment of Covenants and Restrictions.**

**A. By Owners.** Except as provided for herein, for scrivener's errors and immaterial changes, this Declaration may be amended by the consent of the owners of two-thirds (2/3) of all lots. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation. The amendment of the required provisions set forth in sub-subsections (a) through (n) of subsection 1 of Section 18-52 of the Code of Laws of Leon County, Florida, shall not be done without the written consent and joinder of Leon County, which consent and joinder may be given by the county attorney provided the minimum requirements of above described subsection 1 are complied with.

C. Scrivener's Errors and immaterial Changes. Amendments for correction of scrivener's error or other immaterial changes may be made by the Declarant alone until fifty (50%) percent of the Board has approved or decided away and by the Board thereafter and without the need of consent of the owners. 176 b 93

D. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

SECTION 12. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

SECTION 13. Maintenance Estimate. A Signed estimate prepared by the engineer of record of the reasonable expected total maintenance and replacement costs for private streets or roads and other common area facilities within the subdivision, based upon the life expectancy of the facilities as designated is attached hereto as ATTACHMENT "B".

IN WITNESS WHEREOF, THE undersigned, being the President of the LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC., has hereunto set his hand and official seal this 26th day of August, 1992.

WITNESS:

LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC.

SOBKA  
ELIZABETH SPATH-LEONI

BY: [Signature]  
JAMES M. RUDNICK  
PRESIDENT

[Signature]  
L. M. C. N. L. S.

RICHARD SNEED CONSTRUCTION  
BY: [Signature]  
RICHARD SNEED, PRESIDENT

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of August, 1992, by, James M. Rudnick and ~~Donald P. Hengstbeck~~ [Signature] who is personally known and did not take an oath.

My Commission Expires July 4, 1995  
 ELIZABETH SPATH-LEONI  
(seal) BOUNDED THROUGH THEIR FAITH RESTORANCE, INC.

[Signature]  
Notary Public  
Elizabeth Spath-Leoni

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and official seal this 26th day of August, 1992.

WITNESS:  
[Signature]  
Elizabeth Spath-Leoni

[Signature]  
JAMES M. RUDNICK  
[Signature]  
DONALD P. HENGSTBECK

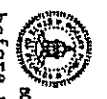
[Signature]  
Elizabeth Spath-Leoni  
STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of August, 1992, by James M. Rudnick and Donald P. Hengstbeck who is personally known and did not take an oath.

[Signature]  
Notary Public  
Elizabeth Spath-Leoni

My Commission Expires:  
(seal)

PREPARED BY:  
Elizabeth Spath-Leoni  
Alliance Title Insurance Co.  
926 E. Park Avenue  
Tallahassee, Florida 32301  
STATE OF FLORIDA COUNTY OF LEON  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 1992, and who did not take an oath.



ELIZABETH SPATH-LEONI  
Notary Public  
July 4, 1995  
BOUNDED THROUGH THEIR FAITH RESTORANCE, INC.



KIM C. NABORS  
Notary Public  
July 21, 1994  
BOUNDED THROUGH THEIR FAITH RESTORANCE, INC.

[Signature]  
Notary Public



EXHIBIT "A"

Commence at the Northeast corner of Section 13, Township 1 North, Range 1 West, Leon County, Florida, and run thence South 89 degrees 37 minutes 37 seconds West 3986.0 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 00 degrees 07 minutes 07 seconds West 1321.97 feet, thence South 89 degrees 47 minutes 19 seconds West 343.96 feet, thence South 00 degrees 05 minutes 14 seconds West 202.30 feet, thence South 89 degrees 02 minutes 07 seconds West 41.85 feet, thence South 00 degrees 00 minutes 46 seconds West 950.89 feet, thence South 89 degrees 37 minutes 38 seconds West 154.06 feet, thence North 00 degrees 02 minutes 00 seconds East 110.00 feet, thence North 89 degrees 38 minutes 19 seconds East 153.98 feet, thence North 00 degrees 00 minutes 42 seconds East 280.00 feet, thence South 89 degrees 34 minutes 35 seconds West 154.48 feet, thence North 00 degrees 05 minutes 50 seconds West 159.95 feet, thence South 89 degrees 36 minutes 45 seconds West 26.68 feet, thence North 00 degrees 05 minutes 23 seconds West 199.94 feet to the Southerly right of way of Locksley Lane, thence North 89 degrees 32 minutes 12 seconds East along said right of way 16.68 feet to a point of curve to the left, thence along said curve with a radius of 230.36 feet through a central angle of 29 degrees 17 minutes 50 seconds for an arc length of 117.79 feet (Chord bears North 74 degrees 53 minutes 17 seconds East 116.51 feet), thence leaving said right of way run South 01 degrees 25 minutes 47 seconds East 229.57 feet to the Southeast corner of Lot 7 of Ihene Woods (also the Southwest corner of Lot 6), thence North 89 degrees 34 minutes 23 seconds East 46.90 feet, thence North 89 degrees 34 minutes 23 seconds East 388.58 feet to the POINT OF BEGINNING.

EXHIBIT "B"  
MAINTENANCE AGREEMENT

DR / 502 FGN 695

For the first three years the Homeowners' Association is in existence there will be no roadway maintenance budget.

The annual budget shall be as follows:

\$725.00/Year	Stormwater Maintenance
\$725.00/Year	Common Area Maintenance
\$200.00/Year	Legal and Accounting
\$550.00/Year	Reserve

TOTAL: \$2,200.00

Future Maintenance estimates will be revised accordingly by the Association to determine the Annual Budgets.

1153707

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RECEIVED IN THE OFFICE OF THE CLERK OF THE COUNTY

AMENDMENT  
TO  
LINENE ESTATES  
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants and Restrictions heretofore made and entered into on the 21<sup>st</sup> day of JUN, 1972, Leon County, Florida, is executed and entered, by JAMES M. RUDNICK and DONALD P. HENGSTEBECK, hereinafter referred to as "Declarant".  
926 East Park Ave., Tallahassee, Florida 32301  
WITNESSETH:

NOW, THEREFORE, in accordance with the power and authority conveyed to it by virtue of the Declaration of Covenants and Restrictions of Leon County, Florida, does hereby amend Article IV -- Use Restrictions of the Declaration of Covenants and Restrictions as hereinabove described by amending:

Section 1. Land Use and Building Type. Second Paragraph to read:

The ground floor of the main structure of single story dwellings, exclusive of porches, garages, and patios, shall be not less than 1300 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 700 square feet of heated and/or air-conditioned completely finished living area.

Fourth Paragraph of Article IV -- Use Restrictions, Section I, is hereby deleted.

Section 2. Garages and Carports is hereby amended to read:

Each living unit shall have a functional 2-car carport or garage.

Section 4. Improvement Setbacks and Location is hereby amended to read:

No building or structure shall be located nearer than 25 feet to the front roadway easement or rear lot line, nor nearer than 7.5 feet to any side lot line, nor nearer than 7 feet to any side roadway easement.

Prepared BY:  
James M. Rudnick  
926 E. Park Avenue  
Tallahassee, Florida 32301

RECORDED IN THE PUBLIC  
OFFICE OF LEON CO FLA  
JUN 21 2 55 PM '72  
COURT

Section 4. Improvement Setbacks and Location, fourth paragraph is hereby amended to read:

No fence of any kind shall be placed or constructed nearer the front property line than the rear corner of the residence nor nearer than 10 feet to anyside 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.

Section 7. Air-Conditioning and Heating Units is hereby amended to read:

All exterior heating and/or air-conditioning compressors and other machinery shall be located to the rear or side of the residence. No window air-conditioning or heating shall be installed in any dwelling.

Section 8. Utility Connections, Antennas, and Satellite Receiving Stations is hereby amended to read.

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 rear of the residence, within the setback lines for building structures. Satellite receiving stations shall be of semi-transparent mesh construction and shall be of black or brown color.


All connections for utilities to dwelling 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.


NOW THEREFORE, The remainder of said Declaration of Covenants and Restrictions and each and every of the other provisions contained shall remain in full force and effect as fully and as completely as if this amendment had not been executed.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its corporate officers this 21<sup>st</sup> day of July 1992. I am a notary public state of FLORIDA. My commission expires July 4, 1995. The foregoing instrument was acknowledged before me on July 21, 1992 by JAMES M. RUDNICK & DONALD P. HENGSTABECK, personally known did not take

STATE: FLORIDA  
COUNTY: WITNESSES:

LINENE ESTATES HOMEOWNERS' ASSOCIATION, INC. an o/cn.


  
Elizabeth Spath-Leoni

BY:   
JAMES M. RUDNICK

Notary ELIZABETH SPATH-LEONI



BONDED THROUGH TRAVEL INSURANCE, INC.

  
Donald P. Hengstabeck