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THIS INSTRUMENT PREPARED BY:

REGISTERED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JUL 29 10 24 AM '87

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THE F. PLATFIELD
CLERK OF CIRCUIT COURT

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DECLARATION OF RESTRICTIVE COVENANTS
OF OAKHILL FARMS, A RECORDED SUBDIVISION

BUCK LAKE ROAD PARTNERSHIP, a Florida general partnership, is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to BUCK LAKE ROAD PARTNERSHIP, a Florida general partnership, the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to OAKHILL FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1273, Page 1992 of the Public Records of Leon County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A". The property is divided into "lots" as shown on the plat of OAKHILL FARMS prepared by NOBLES, VARNUM & ASSOCIATES, INC., which plat either has been or will be recorded in the Public Records of Leon County, Florida.
5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in their original condition, normal wear and tear excepted.
6. "Member" shall mean every person or entity that holds membership in the Association.

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7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat of the property that either has been or will be recorded in the Public Records of Leon County, Florida.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation.

9. "Improvement" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Declarant or the Committee.

10. "Committee" shall mean the Architectural Control Committee as defined below.

ARTICLE II - MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot

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owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments:

Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be

paid by each lot owner to the Association. The assessment for the year 1987, shall be Ten Dollars and No Cents

(\$ 10.00) for each acre or a portion of an acre within the subdivision. For example, if an owner owns five point two (5.2) acres, his assessment is five point two (5.2) multiplied by Ten Dollars and No Cents

(\$ 10.00), or

Fifty-Two Dollars and No Cents

(\$ 52.00). For the year 1988, and each subsequent year, the annual assessment may be increased by a vote of the Association.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. Special assessments shall be determined, like annual assessments, on a per acre basis. For example, if the special assessment is set at Ten Dollars and No Cents (\$10.00) per acre, then a member owning five point two (5.2) acres would owe Fifty-Two Dollars and No Cents (\$52.00), which is five point two (5.2) acres multiplied by Ten Dollars and No Cents (\$10.00) per acre.

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4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the 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.

6. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit; and provided, further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, 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

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of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1273, Page 1992 of the Public Records of Leon County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of storm water and drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. Each lot shall be used for single family residential purposes only. No lot shall be further subdivided into tracts less than two and one-half (2½) acres.
2. No mobile or modular homes shall be allowed within the subdivision.
3. All homes built within the subdivision shall contain at least one thousand four hundred (1,400) square feet of heated and cooled area, exclusive of porches and garages.
4. Out buildings or accessory buildings are permitted as long as construction of the buildings is of a permanent character and compatible with the construction and appearance of the main residence.
5. No building or residence shall be located nearer than one hundred twenty-five (125) feet from the centerline of

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any roadway and shall otherwise comply with all county setback regulations. Declarant or Architectural Control Committee shall have the right, in their discretion, to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

6. No structure, including additions to existing structures or buildings, shall be erected or moved onto the property until the construction plans, site plans and specifications showing the location and design of the structure have been approved by the Declarant. If no action has been taken after ten (10) days from the date in which the plans are submitted to the Declarant, then Declarant shall be notified in writing that Declarant has five (5) days from the receipt of the notice to either approve or disapprove the plans. If Declarant fails to take any action within five (5) days from receipt of the notice, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location of the structure on the property. Approval shall not be unreasonably withheld.

At such time as Declarant no longer wishes to maintain control of construction on the property, it shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this Section.

7. No hogs shall be kept or raised on the property.
8. Business, trade or commercial activities of all types, including the raising of animals for commercial use or sale, is prohibited.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

10. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or its agents may erect such display signs as may reasonably be required for development and sale of the lots.

11. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event the owner of any lot within the subdivision breaches this restriction, the Declarant reserves its right to enter upon the lot and to mow the grass, clean up the lot, and remove unsightly structures and objects; and the cost of such work shall become a lien upon the lot, and the owner of the lot shall be liable for the payment of the cost incurred by the Declarant.

12. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. No inoperable or "junk" automobiles shall be allowed to remain on any lot. An automobile shall be considered a "junk auto" if it is inoperative for a period of thirty (30) days and does not have a current license.

13. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the lots.

14. All clotheslines and playground equipment, including but not limited to, swingsets, merry-go-rounds or other yard toys shall be located in the rear yard of the residence and not in the front yard.

15. There shall be no television or radio antennas, satellite dishes or aerials erected on the street side of the residence.

16. No barbed wire fences shall be allowed on the property without the express written consent of the Declarant or the Architectural Control Committee.

ARTICLE VI - AMENDMENTS

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1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners, provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

2. By Owners: Except as provided in paragraph 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended (1) by the consent of the owners of two-thirds (2/3) of all lots, together with (1) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of 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.

3. Scrivener's Errors and Nonmaterial Changes: Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

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4. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of paragraph no. 2. required for adoption of an amendment to the Declaration.

5. 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.

ARTICLE VII - ENFORCEMENT

The Declarant or OAKHILL FARMS HOMEOWNERS ASSOCIATION, INC. or the owner of any lot subject to these restrictions may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - CONSTRUCTION

Once construction on any structure within the subdivision is begun, construction shall proceed continuously until completion. The construction period for a primary residence shall not exceed seven (7) months, unless approval is obtained from the Declarant or the Association.

ARTICLE IX - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of these

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Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

ARTICLE X - MISCELLANEOUS

1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

2. 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.

3. 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.

4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions hereunder nor the terms and provisions of this Declaration.

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5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

6. Attorneys' Fees: In connection with any litigation arising out of this instrument, including appeals, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of February, 19 87.

WITNESSES:

BUCK LAKE ROAD PARTNERSHIP

James B. Thompson
James F. Strickland
By: Walter H. Willard
FRED G. SHELFER, SR.,
General Partner

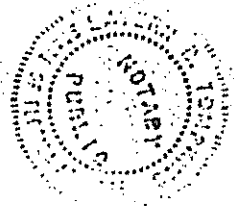
James B. Thompson
James F. Strickland
By: Leonard C. Hassell
LEONARD C. HASSELL,
General Partner

James B. Thompson
James F. Strickland
By: James E. Burnette
JAMES E. BURNETTE,
General Partner

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
FRED G. SHELFER, SR. as General Partner of BUCK LAKE ROAD
PARTNERSHIP on this 23rd day of February, 19 87.

James B. Thompson
NOTARY PUBLIC
My Commission Expires: 2/15/91

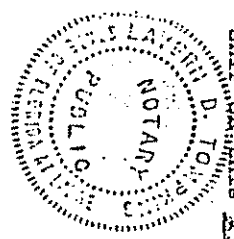


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STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
LEONARD C. HASSELL as General Partner of BUCK LAKE ROAD PARTNER-
SHIP, on this 23rd day of February, 1987.



D. Thompson
NOTARY PUBLIC
My Commission Expires: 2/15/91

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
JAMES E. BURNETTE as General Partner of BUCK LAKE ROAD PARTNER-
SHIP on this 23rd day of February, 1987.



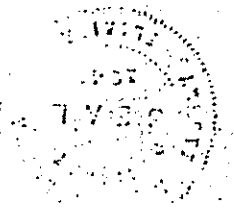
D. Thompson
NOTARY PUBLIC
My Commission Expires: 2/15/91

MORTGAGEE JOINDER

BARNETT BANK OF TALLAHASSEE is the owner and holder of
a Mortgage encumbering the property attached hereto as Exhibit
"A". As owner and holder of the Mortgage, BARNETT BANK OF
TALLAHASSEE consents to the foregoing Declaration of Restrictive
Covenants and evidences its joinder in the Declaration.

BARNETT BANK OF TALLAHASSEE

BY: [Signature]
Its: [Signature]



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COMMENCING at a concrete monument being the Northeast corner of the Southeast Quarter of Section 24, Township 1 North, Range 2 East, Leon County, Florida; thence North 89 degrees 59 minutes 40 seconds West, along the North line of the Southeast Quarter of said Section 24, a distance of 2709.30 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING, thence South 00 degrees 03 minutes 18 seconds West a distance of 3281.01 feet to a concrete monument; thence North 89 degrees 59 minutes 40 seconds West a distance of 1770.00 feet to a concrete monument; thence North 00 degrees 03 minutes 18 seconds East a distance of 364.32 feet to a concrete monument; thence North 89 degrees 59 minutes 40 seconds West a distance of 822.97 feet to a concrete monument on the East right-of-way of Baum Road (State Road S-364); thence North 00 degrees 03 minutes 18 seconds East, along the East right-of-way of said Baum Road, a distance of 2916.69 feet to a concrete monument on the North line of the Southeast Quarter of said Section 24; thence South 89 degrees 59 minutes 40 seconds East, along the North line of the Southeast Quarter of said Section 24, a distance of 2592.97 feet to the POINT OF BEGINNING. The above described parcel contains 188.42 acres more or less.

EXHIBIT "A"