

POMONA BLUFF  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION of covenants and restrictions made this 31<sup>st</sup> day of MAY, 1988, by E.M.C. LAND CO., INC., a Florida Corporation hereinafter referred to as "Declarant".

RECORDED IN THE PUBLIC  
CLERK OF COURTS  
COUNTY OF FLA.  
JUN 2 8 07 AM '88  
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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 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 THE 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:

Units of POMONA BLUFF situated, lying, and being in the County of Leon, State of Florida, to wit: SEE ATTACHMENT "A".

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

A. Recordation of a document setting forth such purpose and 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, shall at their sole discretion deem appropriate.

All rights resulting to Members of the POMONA BLUFF HOMEOWNERS ASSOCIATION shall be uniform as between all Units of POMONA BLUFF.

ARTICLE III - DEFINITIONS

A. "Association" shall mean and refer to POMONA BLUFF HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

B. "Board" shall mean and refer to the Board of Directors of POMONA BLUFF 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, or 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 the E.M.C. LAND CO., INC., a Florida Corporation, its 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 POMONA BLUFF 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 a 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, one guest house, private stable, 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 1800 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.

A guest house will be permitted as a detached building. Any barn, stable, storage building or workshop may be used only for private, noncommercial 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 main dwelling and for a guest house, unless specifically approved by the committee for exterior construction material of otherwise high quality.

Pipes, wires, or other appurtenances underneath or adjoining a structure shall not be exposed and shall be encased or housed 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 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, it 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. Each living unit shall have a functional 2-car garage. All attached garage 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 garage

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 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. 011321/02016

**Section 3. Driveways and Sidewalks.** All driveways shall be constructed of concrete, "hot mix" asphalt, or paving bricks. All driveway culvert ends shall have mitered concrete headwalls at both ends. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

**Section 4. Improvement Setbacks and Location.** No building or structure shall be located nearer than 60 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 safe 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 of 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, 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 on or over another lot.

All developmental standards set forth in the Code of Laws of Leon County must be adhered to.

**Section 5. Temporary Structures.** No structure of a temporary character, including but not limited to, mobile homes, travel trailers, motor homes, basements, tents, boats, bomb shelters, shacks, 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 units 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 disc, 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 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.

**Section 9. Water Supply.** All water pumps and 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 them 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 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 lots 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. Washouts or erosions 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 scraps, 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 driveways 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 Pets.** 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 Catherine D. Mayfield. Upon the death, resignation, or removal of any 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, 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 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 receipted, 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 POMONA BLUFF 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 POMONA BLUFF in general. Pursuant thereto, Declarant has caused to be incorporated under the laws of the State of Florida, as a non-profit corporation. POMONA BLUFF HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may be considered as promoting the common interest of POMONA BLUFF residents.

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

### 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 two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members 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.

Class B. Class B members shall be the Declarant. The Class B member shall be entitled to cast three votes for each lot owned. The Class B membership shall cease and become converted to Class A membership at such time as the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership.

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, covenants 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 each such assessment is 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 Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of POMONA BLUFF, 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 area 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 1988 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 prorated as of the date of closing. The annual assessment may be increased by the Board not exceed ten percent (10%) over the assessment of the previous year. The Board shall provide written notice of any change in the amount or due date of the assessment at least thirty (30) days in advance of such due date.

**D. Special Assessments.** 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. 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 assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, thereupon become 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 percent (18%) 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 judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action.

J. Subordination of the Lien to Mortgages. 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 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.

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 way 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 genders; 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 covenants or restrictions on any part of the land located in any Unit of POMONA BLUFF.

**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 POMONA BLUFF plats, 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, 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 covenants and restrictions in whole, or in part. Any change shall provide for the continued and perpetual maintenance of the roads, easements and common areas as set forth in Section 4-A hereof.

**SECTION 9. Dedication of Common Area.** 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.

**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 POMONA BLUFF 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 Declarant.** Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications 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 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 judgement, 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 Committee.

**B. By Owners.** Except as provided herein for scrivener's errors and immaterial changes, after termination of Class B membership in the Association, this Declaration may be amended by (1) the consent of the owners of two-thirds (2/3) of all lots together with (2) the approval or ratification of a majority of the Board. 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.

C. Scrivener's Errors and Immaterial Changes. Amendments for correction of scrivener's error or other immaterial changes may be made by Declarant alone until its Class B membership is terminated and by the board thereafter and without the need of consent of the owners.

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.

IN WITNESS WHEREOF, the undersigned, being the President of POMONA BLUFF HOMEOWNERS ASSOCIATION, INC., has hereunto set his hand and official seal this 31<sup>st</sup> day of May, 1988.

WITNESSES:

POMONA BLUFF HOMEOWNERS ASSOCIATION, INC.

[Signature]  
[Signature]

Catherine D. Mayfield

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 1988.

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and official seal this \_\_\_ day of \_\_\_\_\_, 1988.

WITNESSES:

E.M.C. LAND CO., INC.  
A Florida Corporation

[Signature]  
[Signature]

Catherine D. Mayfield  
President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 1988.

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA

PREPARED BY: Catherine D. Mayfield; 4223 Capital Circle, N.W.; Tallahassee, FL 32303.

# BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT

FLORIDA • GEORGIA • ALABAMA

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0132162026

EXHIBIT "A"  
March 29, 1988

Lot '4, Block "B" of DEER POINTE

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

COMMENCE at the Southwest corner of Lot 19, Block "A" of THE ANTLERS, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 62 of the Public Records of Leon County, Florida, and run North along the West boundary of said Block "A" 1004.56 feet to the Northeast corner of Lot 27 of Visalia Place (unrecorded), thence North 89 degrees 59 minutes 57 seconds West 1256.28 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 12 degrees 05 minutes 27 seconds West 121.19 feet, thence South 54 degrees 43 minutes 12 seconds West 108.07 feet, thence South 45 degrees 48 minutes 12 seconds West 101.16 feet, thence South 37 degrees 49 minutes 54 seconds West 252.84 feet to the Easterly right of way boundary of Walden Road, thence North 39 degrees 01 minutes 42 seconds West 190.58 feet to a point of curve to the right, thence run along said right of way curve with a radius of 617.34 feet, through a central angle of 63 degrees 25 minutes 31 seconds, for an arc distance of 683.38 feet, thence North 24 degrees 25 minutes 13 seconds East 200.00 feet, thence South 65 degrees 42 minutes 12 seconds East 231.01 feet, thence South 41 degrees 09 minutes 22 seconds East 417.68 feet, thence South 12 degrees 05 minutes 27 seconds West 115.79 feet to the POINT OF BEGINNING, containing 8.67 acres, more or less.

  
BROWARD P. DAVIS, P.L.S.  
Fla. Reg. No. 1254