

RDG12/crg
11-27-85

O.R. 328 PAGE 2018
BOOK

DECLARATION OF RESTRICTIVE COVENANTS

OF CONCORD WOODS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made, executed, and delivered this 11 day of July, 1985 by CHRISTMAS, INC., a Florida corporation, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

THAT WHEREAS, the Declarant and any parties joining in this Declaration of Restrictive Covenants are the owners of that property located in Gadsden County, Florida, and more particularly described as follows:

A tract or parcel of land lying in Section 29 and Section 30, Township 3 North, Range 1 West, Gadsden County, Florida, and more particularly described as follows:

Commence at an old concrete monument at the Southwest corner of Section 29, Township 3 North, Range 1 West, Gadsden County, Florida, and run thence North 89 degrees 54 minutes 33 seconds East 2659.49 feet to an old axle, thence North 00 degrees 22 minutes 55 seconds West 2652.77 feet to an old iron pipe, thence South 89 degrees 34 minutes 09 seconds West 1278.21 feet to an old iron pipe, thence South 01 degree 35 minutes 10 seconds West 1326.76 feet to an old axle, thence South 89 degrees 53 minutes 49 seconds West 1232.37 feet to a concrete monument, thence South 04 degrees 06 minutes 02 seconds West 1322.24 feet to the POINT OF BEGINNING, containing 118.67 acres, more or less,

hereinafter referred to as the "Properties;" and

WHEREAS, it is to the interest, benefit, and advantage of the Declarant and each and every person who shall hereafter purchase any portion of the Properties, that certain protective and restrictive covenants governing and regulating the use and occupancy of the same shall be established, set forth and declared to be restrictions and covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Declarant and each and every subsequent owner of any portion of the Properties, the Declarant does hereby establish, promulgate, declare and impose the following restrictive and protective covenants to apply to all of the Properties and to all persons hereafter owning any portion of the Properties, which restrictions and covenants are hereby imposed on the Properties, shall become effective immediately,

-/-

FDG12/crg
11-27-85

~~328~~ 328 PAGE 2019

shall run with the land and shall be binding upon all persons claiming by, through or under the Declarant.

1. Definition of "Lot." The term "lot" shall mean any part of the Properties conveyed by or on behalf of the Declarant.

2. Land Use and Building Type. No lot shall be used except for residential purposes. No dwelling or other building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height or one single family mobile home. No dwelling or mobile home shall be placed or permitted to remain on any parcel containing less than 43,560 square feet.

3. Fences. No fence or wall shall be erected, placed, or altered on any lot nearer to any roadway than the minimal building setback line established herein.

4. Building Location. No building or mobile home shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than fifteen (15) feet to any interior lot line. No driveway shall be located nearer than five (5) feet to an interior lot line.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon that may be or become an annoyance or nuisance to the neighborhood.

6. Temporary Structures. No structure of a temporary character (trailer, tent, shack, garage, barn, or other out-building) shall be used on any lot at any time as a residence, either temporarily or permanently. Notwithstanding the foregoing, a mobile home manufactured by a company engaged in the business of manufacturing mobile homes shall be permitted on a lot until January 1, , at which time any mobile home remaining on any lot shall be removed.

7. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than four (4) square feet advertising the property for sale or rent or a sign

RDG12/crg
11-27-85

328 PAGE 2020

used by a builder to advertise the property during the construction and sales.

8. Oil and Mining Operations. No oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot.

9. Livestock and Poultry. No animal, livestock, dogs, cats, or poultry of any kind shall be raised, bred, or kept on any lot, or maintained for any commercial purposes unless they are contained in an enclosed area under control at all times and, provided further, that they do not, at any time, become a nuisance.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each owner shall be responsible for the removal of trash, garbage or other waste from his lot on a weekly or more frequent basis.

11. Sight Distances at Intersections. No fences, walls, hedges, shrubs, trees, plants, or structures shall be placed, planted or constructed at or near any intersection so as to unreasonably limit sight lines or vision of drivers of vehicles. In no event shall any fence or wall be erected or placed on any lot nearer to any road than the minimum building set back established herein.

12. Subdivision or Resubdivision of Lots. No lot shall be subdivided by any owner thereof for the purpose of creating additional building sites unless the subdivided lot is at least two (2) acres in size. No lot or portion thereof may be used as

-3-

Pannington, Wilkinson, Dunlap, Butler & Gautier
Tallahassee, Florida 32308

RDG12/crg
11-27-85

~~BOOK~~ 328 PAGE 2021

an easement for ingress and egress or vehicular traffic to any lands adjoining the Properties. Portions of lots may be acquired by the owners of other lots for the purpose of enlarging a single homesite or lot, but the remainder of any such divided lots shall not be used for the construction or maintenance of any residence unless the same is utilized in conjunction with an adjoining, entire lot to which said remainder is added for the purpose of enlarging said full lot.

13. Driveways. Driveways shall not be used as a means of ingress and egress to any property adjoining the Properties. All driveways shall cross any ditch by the use of corrugated pipe not less than 18 feet in length and 18 inches in diameter. All driveways shall be constructed of clay cement or asphalt to the center of the roadway, with tapered widening.

14. Off-Street Parking. Each lot owner shall provide adequate space and facilities for parking atleast two (2) automobiles per lot off the street and within the boundaries of the lot.

15. Maintenance. The owner of each lot shall keep the lot and adjacent road frontage maintained in good condition and free of debris, junk and other unsightly objects and shall mow all grass and weeds on a regular basis. The owner of any lot adjoining a ditch, pond or canal within the Properties shall mow all grass and weeds to the water's edge. Each owner shall be responsible for preventing erosion and wash-outs on his lot, road, road shoulder and ditch, provided, however, that no owner shall block or direct the natural flow of water.

16. Water System and Septic Tanks. In the event any lot owner locates a tank, pump, well or other equipment upon his land for the purpose of providing water for his use, said equipment shall be enclosed in a structure. Any septic tank used on any lot shall comply with all local and state laws, regulations and ordinances and shall have a capacity of no less than 860 gallons.

17. Preservation of Natural Environment. An area not less than fifteen (15) feet from the front lot line shall be

RDG12/crg
11-27-85

O.R. BOOK 328 PAGE 2022

maintained as a wooded area so as to provide a visual screen and buffer.

18. Easements and Road Maintenance. A non-exclusive easement for roadway and utility purposes is hereby created and reserved over, under and across that portion of the above-described property described as follows:

An 80 foot INGRESS, EGRESS, and UTILITY EASEMENT lying 40 feet each side of the following described centerline: (except for first 85 feet, adjacent to State Road 157, where it will be 30 feet each side of center line).

Commence at the Southwest corner of Section 29, Township 3 North, Range 1 West, Gadsden County, Florida, said corner being marked by an old concrete monument, from said concrete monument run thence North 04 degrees 06 minutes 02 seconds East 1112 feet to the South boundary of the Poppell Property thence West 85.0 feet to the Eastern right of way boundary of State Road 157 thence Southerly along said State Road right of way 25 feet to the POINT OF BEGINNING of said centerline from said POINT OF BEGINNING run thence East 85 feet thence South 88 degrees 18 minutes 45 seconds East 407.5 feet thence South 00 degrees 32 minutes 05 seconds East 114.80 feet thence South 89 degrees 50 minutes 00 seconds East 618.57 feet thence North 56 degrees 49 minutes 30 seconds East 135.07 feet thence North 85 degrees 58 minutes 40 seconds East 235.35 feet thence South 89 degrees 16 minutes 50 seconds East 533.68 feet thence South 00 degrees 09 minutes 10 seconds East 375.88 feet thence South 89 degrees 57 minutes 32 seconds West 122.99 feet thence South 55 degrees 15 minutes 30 seconds West 542.92 feet thence North 89 degrees 32 minutes 00 seconds West 938.75 feet thence North 00 degrees 39 minutes 20 seconds East 595.85 feet to the terminal point of said centerline.

for the benefit of the Declarant and all lot owners and their grantees, heirs, successors and assigns. No structure, planting or other material shall be placed or permitted to remain on the above-described easement property that may in any way damage or interfere with ingress and egress to any lot or with the installation, maintenance, repair or use of any utilities placed on, under or across the said property. A speed limit of eight (8) miles per hour shall be observed and maintained on the roadway. The Declarant reserves the right to grant to public or private utility companies additional easements over, under and across the said easement property, which right shall continue until such time as the Declarant no longer owns any portion of the Properties. A lot owner, by the acceptance of a deed of

RDG12/crg
11-27-85

~~92~~
~~BOOK~~ 328 PAGE 2023

conveyance of a lot, consents to and guarantees that all other lot owners and their guests and invitees shall have the right to ingress and egress over and across the easement property described herein. The maintenance and repair of a private road located on the easement property described herein shall be the obligation of the lot owners who shall contribute their hereinafter described pro rata share of the cost of maintenance and repair of such roads. Maintenance and repair shall be determined by a majority of the owners of lots with the owners of each lot, including the Declarant, entitled to one (1) vote. The cost of maintenance and repair shall be equally divided among all lots conveyed by the Declarant. Each lot shall be subject to a lien for the pro rata share of such maintenance and repair costs owed by the respective lot owners, provided, however, said lien shall be subordinate and inferior to any first mortgage encumbering said lot. In the event any lot owner fails to pay his proportionate share of the cost of maintenance and repair of said road within thirty (30) days of written notice of the amount of such obligation sent to said owner by any owner or owners, following approval by a majority of the owners, any owner or owners, for the use and benefit of all remaining lot owners, shall have the right to institute suit for the collection of said assessment and shall have the further right to enforce the hereinabove described lien. Any delinquent sums shall bear interest at the highest rate permitted under the laws of the State of Florida or eighteen percent (18%) per annum, whichever is greater.

19. Duration. These covenants are to run with the land and shall be binding upon all parties and upon all persons claiming by, through, or under the Declarant until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

RDG12/crg
11-27-85

~~BOOK~~ 328 PAGE 2024

20. Enforcement. Any person owning any portion of the Properties may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain any existing or threatened violation or to recover damages.

21. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions hereof, and said remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

CHRISTMAS, INC.

[Handwritten signature]
[Handwritten signature]

By: *[Handwritten signature]*

Its: *[Handwritten signature]*

(CORPORATE SEAL)



STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County aforesaid to take acknowledgments this day personally appeared *[Handwritten signature]* to me known to be the person described as *[Handwritten signature]* of CHRISTMAS, INC., in and who executed the foregoing DECLARATION OF RESTRICTIVE COVENANTS, and acknowledged before me that that person executed the foregoing DECLARATION OF RESTRICTIVE COVENANTS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF RESTRICTIVE COVENANTS is the act and DECLARATION OF RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official seal in the State and County name above this 14th day of July, 1985.

864569

[Handwritten signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 16 1986
BOND THRU GENERAL INSURANCE UND

O. R. BOOK 328 PAGE 2018
REG. WAYNE HANNA, CLERK
GADSDEN CO., FLORIDA

'85 JUL 14 AM 10 38