

DA1287(1546



AVONDALE UNIT I

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)
) ss
COUNTY OF LEON)

PLAT OF AVONDALE UNIT I
FILED IN CIRCUIT COURT

OCT 22 3 27 PM '87

OFFICE OF THE PUBLIC
CLERK OF THE CIRCUIT COURT

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KNOW ALL MEN BY THESE PRESENTS, that Ochlocknee Management Corporation, ("Developer"), of 1288 Timberlane Road, Tallahassee, Florida 32312, being the owner and developer of Avondale Unit I Subdivision located in the County of Leon, State of Florida, and as such real property is herein below more particularly described, makes the following Declaration of Covenants and Restrictions specifying that this declaration shall be binding upon Developer and upon all persons deraigning title through Developer. The covenants and restrictions set forth hereinafter, during their lifetime, shall be for the benefit of and constitute a limitation upon all present and future owners of the real property described below.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the benefits to be derived by Developer and each and every subsequent owner of any of the lots or real property in said subdivision, the Developer does hereby establish, promulgate and declare the following covenants and restrictions to apply to all of the said lots and property lying within the subdivision to the Developer and to any and all persons deraigning title through Developer and to all persons owning said lots or property within this subdivision or any of them hereafter; these protective covenants and restrictions shall become effective immediately and run with the aforementioned land and shall be binding upon all such owners, their heirs, successors, personal representatives and assigns.

Witnessed by:
Steve Ivie
P.O. Box 835
Ashburn, Va. 20174

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ARTICLE TWENTY-TWO
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE TWENTY-THREE
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 utilities, or which may obstruct or retard 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.

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ARTICLE TWENTY-FOUR
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 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. The Architectural Control Committee may, in its discretion, establish a reasonable limitation for the number of household pets allowable for each residence.

ARTICLE TWENTY-FIVE
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, maintained or permitted upon any lot.

ARTICLE TWENTY-SIX
NUISANCE

No noxious or offensive activity 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.

ARTICLE TWENTY-SEVEN
BUSINESS USE PROHIBITED

No business or occupation of any type shall be conducted on or from any lot.

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ARTICLE TWENTY-EIGHT
MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly muffled so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go-cart" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within Avondale Unit I subdivision. This does not apply to vehicles used by the U.S. Post Office Department or by law enforcement agencies.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

ARTICLE THIRTY
ASSOCIATION

(A) The Association shall be known as Avondale Subdivision Owner's Association, Inc., and shall be incorporated under the laws of the State of Florida, as a corporation not for profit. The property owners and the members shall be responsible for operating the Association after its incorporation.

(b) The owner of each unit constructed in the subdivision must automatically be a member of the Association, provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or lot.

(c) In the event such owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.

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(d) Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the Charter or By-Laws of the Association.

(e) Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Developer or Subdivider shall serve as the Administrator until such time as the Developer has conveyed title to all of the lots to persons other than affiliates or subsidiaries of Developer, at which time there shall be an election by the membership to choose an Administrator.

(f) Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Developer shall have two votes for each lot or unit owned by it until all lots or units have been conveyed to persons other than affiliates or subsidiaries of Developer.

ARTICLE THIRTY-ONE
ASSESSMENTS

(a) In determining the pro rata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association, each unit which may be constructed, whether actually constructed or not shall be deemed one unit, and the total number of units shall be divided into the cost to be allocated, with each unit assessed the resultant cost thereof.

(b) The owner of the lot upon which each unit has been or may be constructed shall be the person liable to the Association for payment of the cost allocated to such unit, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.

(c) Each owner shall contribute to the property owners' association a monthly fee of eight (\$8.00) dollars

per month beginning the month of ownership, which sum shall be collected and deposited to the account of the property owner's association. This monthly fee is due and payable the first of each month. After the 10th of each month, a \$5.00 per month late charge shall be assessed. The Developer is considered one owner and is required to pay only one monthly fee until all lots are sold.

(d) The Administrator shall have the power and authority to increase the said monthly fee in the event the maintenance and affairs of the Association require additional funds. All increases shall then be approved by the majority vote of lot or unit owners, with each lot or unit owner having one vote, except the Developer, which shall have two votes for each lot it owns.

(e) The owner of each lot whether a unit has been constructed on the property or not, shall be the person liable to the Association for the payment of its share of the cost allocated to such lot.

ARTICLE THIRTY-TWO
SPECIAL ASSESSMENTS

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a pro rata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of members of the Association, with each lot constituting one member. The Developer shall be assessed for each of the lots to which it still retains title and which have not been sold.

ARTICLE THIRTY-THREE
LIENS

(a) Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association, shall be secured by a lien upon the tract of the owner.

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(a) Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association, shall be secured by a lien upon the tract of the owner.

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(b) If any sum due by an owner to the Association is not paid within thirty (30) days from the date of billing by the Administrator to the owner, the owner shall pay to the Association interest thereon at the rate of twelve (12%) percent per annum, accruing from a date thirty (30) days after the date of such billing, which interest shall also be secured by such lien.

(c) Such lien shall attach to and become effective against the tract upon filing of a notice of lien by the Administrator among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing, and the date of the commencement of the accrual of interest. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a tract as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a tract in lieu of foreclosure, such acquirer of title, his or its heirs, successors and assigns, shall not be liable for the assessments pertaining to such tract or chargeable to the former owner of such tract which became due prior to the acquisition of the title to such tract as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure. All of such unpaid assessments shall be deemed to be common expenses collectible on a pro rata basis from all of the members of the Association.

(d) A copy of such notice shall be sent by the Administrator to the owner ten (10) days after filing of the same among the Public Records of Leon County, Florida. However, failure of the Administrator to send such notice to the owner shall in no way invalidate the lien.

(e) Such lien may be foreclosed by the Association, its successors and assigns, in the same manner as a

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mortgage, and in the event foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including a reasonable attorney's fee.

ARTICLE THIRTY-FOUR
USE OF FUNDS

(a) All of the funds paid to the Association shall be maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

(b) Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

ARTICLE THIRTY-FIVE
ASSOCIATION AREAS OF RESPONSIBILITY

(a) It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.

(b) It shall be the responsibility of the Association to insure that "Common Areas" described in Article 36 and other applicable articles herein are continually maintained and repaired pursuant to Article 37 and as provided in said article and other applicable articles herein.

ARTICLE THIRTY-SIX
COMMON AREAS

The common areas shall include, but not be limited to, the following:

- (a) The open space and common areas not included in any of the lots;
- (b) All easements, including those for utilities, parking, roadways, and other purposes;

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- (c) Such other areas as may be determined by the Administrator to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the subdivision.

ARTICLE THIRTY-SEVEN
MAINTENANCE SERVICES

The maintenance services for the designated "common areas" herein shall be provided by the Association and each owner shall pay to the Association his pro rata share of the cost of the maintenance thereof. Maintenance services shall include but not be limited to the following:

- (a) Planting, irrigating, mowing, fertilizing and spraying of the plants and grasses placed and maintained in open spaces and common areas and entrance.
- (b) The maintenance of any entrance sign and street signs.
- (c) The maintenance and upkeep of the parks and recreation areas.

ARTICLE THIRTY-EIGHT
ARCHITECTURAL CONTROL BY THE ASSOCIATION

(a) No building, wall, structure or other additional improvements shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefore and the location thereof upon the lot have been approved by the Administrator as to quality of workmanship and materials, harmony of external design with existing or proposed structure, and as to location upon a lot or building site.

(b) All plans submitted shall include a plot plan showing the location of the proposed improvements upon a building site. Refusal of the approval of the plans and specifications or location of the improvements by the

Administrator may be based upon any ground, including solely aesthetic grounds.

The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Administrator's approval. The Association shall assume all powers and responsibilities of the Architectural Control Committee pursuant to and as provided for herein.

ARTICLE THIRTY-NINE
LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons. As a member of the Association, each individual property specifically agrees and consents to this article.

ARTICLE FORTY
SALE, LEASE AND OTHER
DISPOSITION OF HOUSES BY SUBDIVIDER

None of the limitations contained in this instrument relating to the sale, lease, devise, or other disposition of tracts, lots or units shall apply to the Subdivider.

ARTICLE FORTY-ONE
ENFORCEMENT

No provisions contained herein shall prevent Developer or Subdivider, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any of the common elements, limited common elements or houses, nor shall said provisions in any way prevent the Developer or Subdivider from developing said subdivision or from maintaining such sign or signs on the subdivision

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property as may be necessary for the sale, lease or other disposition thereof.

ARTICLE FORTY-TWO
ENFORCEMENT

The provisions hereof may be enforced by the Developer, the Association, or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach hereof. In addition, whenever there shall have been build upon any lot structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. Should either the Developer of the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Developer or the Association, as the case may be, all costs incurred including a reasonable attorney's fee. Any and all costs incurred by the Association in the enforcement hereof, including attorney's fee, shall become a lien against the property, subject to the same terms and conditions as the line set forth in Article Thirty-Three.

ARTICLE FORTY-THREE
WAIVER

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to so do thereafter as to either the same breach or a subsequent breach.

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ARTICLE FORTY-FOUR
SEVERABILITY

Invalidation of any one or more of the provisions thereof by a court of competent jurisdiction shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

ARTICLE FORTY-FIVE
AMENDMENT

The Developer reserves the right to include in any contract hereinafter made, any additional restrictive covenants deemed necessary by the Developer. The provisions hereof may be modified, amended or repealed at any time by the Developer during such time as the Developer, its subsidiaries or affiliates, are the owner of any of the lots in the Subdivision, and after such time as the Developer, its subsidiaries or affiliates, no longer own any lot in the Subdivision by majority vote of the members of the Association. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Developer or by the Association shall affect the lien of any mortgage then encumbering any of the lands in the Subdivision, nor the right or powers of the holder of any such mortgage.

ARTICLE FORTY-SIX
EFFECT

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.

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IN WITNESS WHEREOF, Ochlocknee Management Corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 21st day of October, A.D. 1987.

OCHLOCKNEE MANAGEMENT CORPORATION

Robert E. Ashmore, Jr.
By: Robert E. Ashmore, Jr.

STATE OF FLORIDA)
) ss.
COUNTY OF LEON)

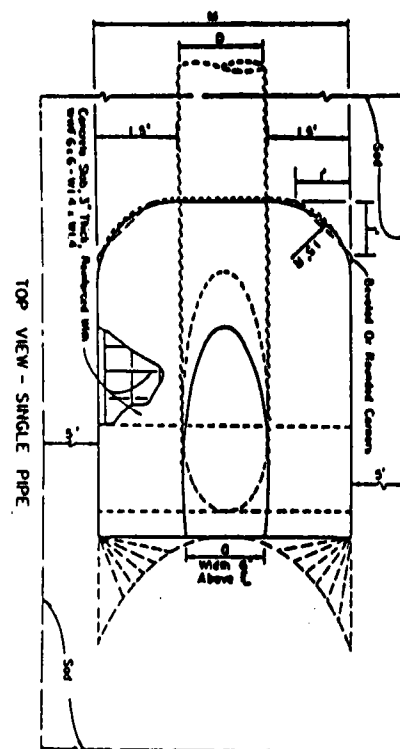
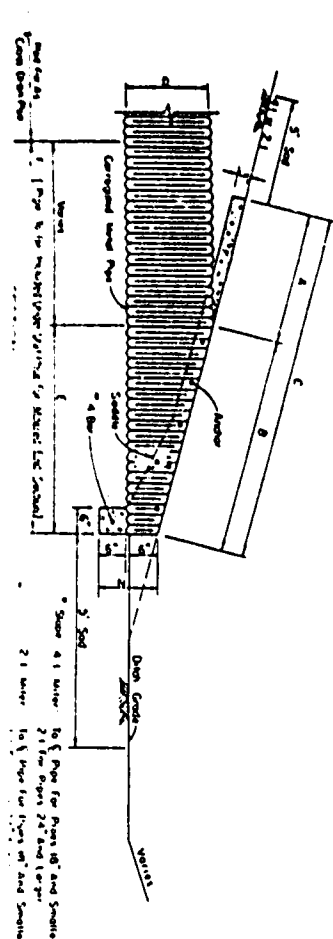
Before me personally appeared ROBERT E. ASHMORE, Jr., the Developer, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21st day of October, 1987, at Leon County and State aforesaid.

Jody Elliott
Notary Public in and for the County and State aforesaid.

My Commission Expires:
Notary Public, State of Florida At Large
My Commission Expires Feb. 20, 1991
Bonded By Regency Insurance Company

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Station	DIMENSIONS										QUANTITIES									
	1	2	3	4	5	6	7	8	9	10	Concrete	LCU Vols	5000 Long	1.50 T.D.1	Concrete	LCU Vols	5000 Long	1.50 T.D.1		
	Length	Depth	1-type	2-type	3-type	4-type	5-type	6-type	7-type	8-type	Single Pipe	Double Pipe	Single Pipe	Double Pipe	Single Pipe	Double Pipe	Single Pipe	Double Pipe		
1+00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+20	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+30	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+40	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+60	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+70	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+80	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1+90	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
2+00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

EXHIBIT A

PART OF A RECORD DRAWING OF IMPROVEMENTS
 DATE 11/11/11
**CROSS DRAIN
 MITERED END SECTION**
 SHEET AND MILEAGE RECORD FORMS ARE AT THE END

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 11/11/11

