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, and is more particularly described as follows:

Begin at an old concrete monument marking the southeast corner of Lot 1, Block "E" of Royal Oaks, a subdivision recorded in Plat Book 8, at Page 14 of the Public Records of Leon County, Florida, and thence run North 00 degrees 09 minutes 58 seconds East along boundary of said Royal Oaks (bearing base) 528.94 feet to an old concrete monument; thence continue along the boundary of said Royal Oaks North 89 degrees 32 minutes 31 seconds East 831.33 feet to an old concrete monument; thence continue along said boundary South 89 degrees 47 minutes 48 seconds East 141.56 feet to the Northwest corner of Lot 3, Block "F" of Shannon Lakes Unit No. 1, a subdivision recorded in Plat Book 7, at Page 6 of said Public Records; thence South 00 degrees 16 minutes 25 seconds West along the Westerly boundary of said Shannon Lakes Unit No. 1, a distance of 537.48 feet to a concrete monument; thence North 89 degrees 51 minutes 34 seconds West 971.84 feet to the point of beginning; containing 11.9178 acres, more or less.

ARTICLE TWO  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
- (b) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.
- (d) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any

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applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "The Properties" shall mean and refer to all such existing properties or real property and additions thereto, as are subject to this Declaration or any supplemental Declaration.

ARTICLE THREE  
GENERAL PROVISIONS

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any 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 Owner of record at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action brought to enforce these covenants the prevailing party shall be entitled to recover attorneys' fees and costs.

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Section 4. Severability. Invalidation or any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE FOUR  
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE FIVE  
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

ARTICLE SIX  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be erected, placed, or altered on any lot and no clearing or grading of any lot shall take place until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot clearing and grading and landscaping plans which are not suitable

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or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands. All plans shall have a minimum of 5 feet by 12 feet pitch in all roofs. All exterior painting selection shall be approved by the Architectural Control Committee prior to its application. The exterior of all buildings shall be a minimum of 50% brick unless prior approval is given in writing by the Architectural Control Committee. All plans shall have a minimum of one window for each side per story or two per side, whichever is greater.

**ARTICLE SEVEN**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Membership. The Architectural Control Committee is composed of at least three of the officers of OCHLOCKNEE MANAGEMENT CORPORATION, a Georgia Corporation, which is duly qualified to engage in business in the State of Florida. A majority of the committee may designate a representative to act for it, which representative need not be an officer of Ochlocknee Management Corporation. In the event of the death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event the surviving members of the Architectural Control Committee shall fail or refuse to appoint a successor or to designate any representative to act for it, then a majority of the owners of lots in Shannon Forest Unit 3 shall have full authority to designate any successor or successors to those refusing or for any reason being unable to serve on such committee. No member of the Architectural Control Committee nor any designated representative of such committee shall be entitled to any compensation for services performed pursuant to this covenant. All references to the Committee hereinafter contained shall mean and include the Committee's designated representative as well as any and all successor committee members.

Section 2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative,

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fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of any site construction, such plans and specifications shall be submitted to the Committee, or its representative, and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing lot clearing area, location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee, or its representative, for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee, or its representative, shall specify and require. The Committee shall have the power to waive side, front and rear setback requirements if same are less than a fifteen (15%) percent variance from the appropriate setback requirement.

**ARTICLE EIGHT**  
**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 in any lot other than one, detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height with a maximum height of thirty-five (35) feet and a private garage for not more than three (3) cars. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first

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construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A lot may not be subdivided into a smaller lot than as shown on the recorded plat of Shannon Forest Unit III subdivision. Two or more lots may be added together and considered as one lot for building purposes only.

A guest house will be permitted as a detached building provided that the building lot(s) of a property owner contain(s) at least one acre of area. The guest house will be subject to all of the restrictions and architectural control of the main residence.

**ARTICLE NINE**  
**TEMPORARY STRUCTURES; TRAILERS & BOATS, ETC.**

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any lot at any time.

Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

**ARTICLE TEN**  
**DWELLING QUANTITY AND SIZE**

No dwelling shall be permitted on any lot unless the heated ground floor area of the main structure, exclusive of porches, garages, carports, and patios, shall contain at least one thousand five hundred (1,500) square feet of Living Area.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than eight hundred fifty (850) square feet and must be completely finished as living area, and at least five hundred (500) square feet of the second floor area must be completely finished as living area. The total square footage must equal or exceed that of the one story dwelling.

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**ARTICLE ELEVEN**  
**LOT AREA AND BUILDING LOCATION**

(a) No dwelling shall be erected or placed on any lot unless the lot contains at least thirteen thousand five hundred (13,500) square feet.

(b) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty (20) feet to any side street line.

(c) No building shall be located nearer than ten (10) feet to an interior lot line and must be at least twenty (20) feet from an existing adjacent house. No dwelling shall be located on any lot nearer than thirty-five (35) feet to the rear lot line.

(d) No driveway shall be located nearer than three (3) feet to an interior lot line except a back-up turn-around pad may be located as near as one (1) foot to a property line.

(e) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior lot line. All fences shall be wood and shall not exceed six (6) feet in height.

(f) For the purposes of this covenant, 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 upon another lot.

**ARTICLE TWELVE**  
**GARAGES AND CARPORTS**

Each Living Unit shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall present a broken and obscured view from the outside thereof. All carport entrances shall face either a side lot line or the rear lot line.



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**ARTICLE THIRTEEN**  
**ACCESSORY STRUCTURE**

The only detached structures that may be constructed shall be a detached garage for no more than three (3) cars or a guest house as provided for in Article Eight of these covenants. In addition, storage buildings that may include a tool room or workshop may be constructed with the Architectural Control Committee's approval. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control Committee approval before construction commences.

**ARTICLE FOURTEEN**  
**DRIVEWAY AND WALKWAY CONSTRUCTION**

All driveways shall be constructed of concrete, river rock or brick unless specifically waived by Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All culverts under said driveway shall meet the approval of the Architectural Control Committee and shall be consistent with all neighbor driveway culverts. Asphalt driveways are prohibited. All driveways shall be sloped and rounded so that all water shall drain into the yard of the property owner.

**ARTICLE FIFTEEN**  
**UTILITY CONNECTIONS AND TELEVISION ANTENNAS**

All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

Exterior radio and television installations must be approved in writing by the Architectural Control Committee. If a central television antenna system is available in the area, this central system must be used in lieu of individual antenna systems. No satellite dish shall be installed unless it is placed behind the

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residence; however, in no event shall said satellite dish be visible from the street which runs in front of the property.

**ARTICLE SIXTEEN**  
**WATER SUPPLY AND SEWAGE DISPOSAL**

No individual water supply system of any type shall be permitted on any lot as City water is available.

No individual sewage disposal system shall be permitted on any lot as City sewage is available.

**ARTICLE SEVENTEEN**  
**GARBAGE AND REFUSE DISPOSAL**

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish or other waste. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner as to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

**ARTICLE EIGHTEEN**  
**VENTING OF BATHROOMS & KITCHEN**

No window air conditioning units shall be installed in the front or any side of a building, and all exterior central heating and/or air conditioning compressors or other equipment shall be located to the rear of the residence and shall not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee. All venting of bathrooms and the kitchen shall be in the rear of the residence and shall not be visible from the street in front of the residence

**ARTICLE NINETEEN**  
**MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the Architectural Control Committee. All support structures for

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said mailboxes shall primarily be of brick. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE TWENTY  
TREE REMOVAL

No trees of greater than five inches in diameter shall be removed from said lots except within the four corners of all buildings plus three feet on each side, within the driveway right-of-way and within all utility easements without the written approval of the Architectural Control Committee. No dogwoods, regardless of size, without the approval of the Architectural Control Committee, unless such dogwoods shall lie within the areas permitted for removal of trees generally in the preceding sentence, shall be removed from the property.

ARTICLE TWENTY-ONE  
SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

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



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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.

**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**  
**NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may