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RESTRICTIVE COVENANTS FOR STERLING WOODS II

RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA
MAY 13 12 05 PM 1991
CLERK OF COUNTY COURT

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KNOW ALL MEN BY THESE PRESENTS: That HARLEE CONSTRUCTION CO., INC, owner in fee simple of all the lots in Sterling Woods II, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 92, of the Public Records of Leon County, Florida, desiring to restrict the use and occupancy of all of the lots owned by them in said subdivision for the purpose of enhancing their value and for the benefit of present and future owners of property in said subdivision, do hereby impose upon the same the following covenants and restrictions to run with the land and which shall be binding upon all persons claiming by, through or under them:

1. LAND USAGE AND BUILDING TYPE. Said lots shall be used for residential purposes only, and no buildings at any time situated on any of said lots shall be used for business, commercial, amusement, charitable, and professional or manufacturing purposes, except that nothing herein contained will be construed as prohibiting said owners from constructing water and sewage lines and pumping plants, utility services and drainage structures on any of said lots not conveyed by said owners to a subsequent purchaser. No residence, garage or other building constructed on any of said lots shall be used for the purpose of renting rooms therein or as a boarding house, hotel, tourist court or motor court.

2. DWELLING SIZE. No residence shall be erected or allowed to occupy any portion of said subdivision unless the total living areas of the main structure, exclusive of one story open porches, carports and garages, shall be not less than 850 square feet for a two bedroom home, 950 square feet for a three or more bedroom and not less than 1,300 square feet for a two unit residential duplex building.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than 25 feet, nor nearer than 15 feet to any side street line, nor nearer than 25 feet to rear lot line. No building shall be located nearer than 7 1/2 feet each side to an interior lot line or any combinations of set backs on each side that equals at least 15 feet and no such set back shall be less than 5 feet. The lot coverage of all buildings on a lot cannot exceed 40% (forty percent) of the lot area, and all buildings are limited to 35 feet in height. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall be not construed to permit any portion of a building, on a lot, to encroach upon another lot or recorded easement.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area less than 10,890 square feet with a minimum average width of 60 feet.

5. TEMPORARY STRUCTURES. No structures of a temporary character trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

6. BUILDING CONTROL. No building will be erected that does not meet the requirements of the "Southern Standard Building Code- Coastal Regions" and no building or addition will be erected without

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a building permit and construction inspection by the Leon County Building Department. Plans and specifications must be approved by the "Architectural Committee" prior to construction. The Architectural Committee will be comprised of either, the President and Vice President respectively of HARLEE CONSTRUCTION COMPANY, INC. or any person or entity that HARLEE CONSTRUCTION COMPANY, INC. may designate by corporate resolution.

7. ADDITIONS AND OUTBUILDINGS. No walls, fences and other out-buildings or additions to any of the buildings shall be erected by the owners of any of the property in said subdivision without a building permit issued by the Leon County Building Department, and such walls, fences and other out-buildings or additions to the dwelling shall be erected according to the approved plans and specifications. Approval of the "Architectural Committee" (paragraph 8) is required. The Architectural Committee shall give reasonable approval for conventional, attractive fences such as wood or chain link; however, the committee will not approve "hog wire," "chicken wire" or other similar fences, which shall be prohibited.

8. EASEMENTS. Pedestrian, utility and drainage easements for passage on the recorded plat will not be blocked in any way, no shrubbery, fences or buildings will encroach thereon. The owners of the lots subject to such easements shall acquire no right, title or interest in any utility or drainage facility constructed thereon. Front 25 feet setbacks shall remain free of any construction of any kind.

9. DRAINAGE CONTROL. Any permanent on-lot storm drainage and or retention grading will not be altered except at the direction of the Leon County Director of Engineering.

10. NUISANCES. No noxious or offensive activity, either by sight, noise or odor, shall be carried on upon any lot, nor shall anything be done thereof which may be or become annoyance or nuisance to the neighborhood.

11. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than a total of three dogs, cats and other household pets may be kept fenced or on a leash. No animal of any kind may be kept, bred or maintained for any commercial purpose. No kennel or similar structure may be maintained for the keeping of hunting dogs or similar activity.

12. WATER SUPPLY. No individual water supply system shall be permitted on any lot. All houses constructed on any lot will be required to be served by the utility entity serving the subdivision.

13. SEWAGE DISPOSAL. Each dwelling unit will be served by an individual sewage disposal designed, located and constructed in accordance with the requirements, standards, and recommendations of the Leon County Division of Health. The disposal system will not be constructed without a construction permit from such authority.

14. TERMS. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty years from the date the covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate the covenants. HARLEE CONSTRUCTION COMPANY, INC. shall have the absolute authority to amend or modify these covenants at any time for any reason, and no purchaser of any lot within Sterling Woods II shall have any right to complain or object if HARLEE CONSTRUCTION COMPANY, INC., in its sole

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discretion determines that such amendment or modification is in the best interest of a majority of the property owners within the subdivision. HARLLEE CONSTRUCTION COMPANY, INC. shall also have the absolute power and authority to waive any violation of these covenants if such violation, in the sole discretion of HARLLEE CONSTRUCTION COMPANY, INC., is determined to be insubstantial.

15. RESPONSIBILITIES. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive, or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits or trash, rubbish and other debris for pickup by garbage and trash removal service units.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. SEVERABILITY. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. VIOLATIONS. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for HARLLEE CONSTRUCTION COMPANY, INC. or any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or them from so doing or to recover damages for such violations. Should legal action be necessary to enforce these restrictions or restrain their violation, the successful party shall be entitled to costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the said HARLLEE CONSTRUCTION COMPANY, INC. has caused these Restrictive Covenants to be executed on this _____ day of May, 1981 by its President and he has affixed its corporate seal hereunto.

Signed, sealed and delivered in the presence of:

Wayne W. Ross
Porty R. Davis

HARLLEE CONSTRUCTION COMPANY, INC., a Florida corporation
By John E. Harllee
JOHN E. HARLLEE, as its President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared JOHN E. HARLLEE to me well known and known to me to be the person who executed the foregoing as President of Harllee Construction Company, Inc., for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of May, 1981.

NOTARY PUBLIC
State of Florida at Large

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MAY 22 4 31 PM 1981
CLERK OF DISTRICT COURT

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AMENDMENT TO RESTRICTIVE COVENANTS FOR
STERLING WOODS II

KNOW ALL MEN BY THESE PRESENTS: That HARLLEE

CONSTRUCTION CO., INC., owner in fee simple of all lots in Sterling Woods II, a subdivision as per map or plat thereof recorded in Plat Book 8, Page 92 of the Public Records of Leon County, Florida, does hereby amend the restrictive covenants dated May 13th, 1981, as recorded in O.R. Book 994, Page 1056 of the Public Records of Leon County, Florida, by deleting all of Section 12 on page 2 of such restrictive covenants, and by adding the following in lieu thereof:

12. WATER SUPPLY. Except for individual wells which may be installed for the purpose of serving an irrigation system, swimming pool or air conditioning units, no individual water supply system shall be permitted on any lot. All houses constructed on any lot will be required to be served by the utility entity serving the subdivision, except for water supplies for swimming pools, air conditioners, or irrigation uses as described above.

IN WITNESS WHEREOF, the said HARLLEE CONSTRUCTION COMPANY, INC. has caused this Amendment to Restrictive Covenants for Sterling Woods II to be executed on this 21 day of May, 1981 by its President and he has affixed its corporate seal hereunto.

Signed, sealed and delivered in the presence of:

Dianna D. Spencer
Charles H. Ross

HARLLEE CONSTRUCTION COMPANY, INC. a Florida corporation

By John E. Harlee
JOHN E. HARLEE, as its President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared JOHN E. HARLEE, to me well known and known to me to be the person who executed the foregoing as President of Harlee Construction Company, Inc., for the purposes therein expressed.

WITNESS my hand and official seal this 21 day of May, 1981.



Dianna D. Spencer
NOTARY PUBLIC
State of Florida at Large
9/7/84