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FLORIDA

DECLARATION OF CONDITIONS, RESTRICTIONS, AND  
COVENANTS OF SHADEVILLE NORTH SUBDIVISION

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FENTON GARNETT AVANT and INGER MARIA AVANT, the owners of that certain land in WAKULLA COUNTY, FLORIDA, described in Exhibit "A" attached hereto and made a part hereof, by this instrument does make, declare and impose upon the lands described in Exhibit "A" for the benefit of all present and future owners of the land, the following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, its successors and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I: DEFINITIONS

Section 1. "Declarant" shall mean and refer to FENTON GARNETT AVANT and INGER MARIA AVANT and their successors and assigns.

Section 2. "Association" shall mean and refer to SHADEVILLE NORTH PROPERTY OWNERS ASSOCIATION, to be formed to administer these covenants.

Section 3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 201, Page 384, of the Public Records of Wakulla County, Florida.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any one individual or group of individuals.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads and drainage and other related improvements in good repair.

Section 6. "Member" shall mean every person or entity that holds membership in the Association.

Section 7. "Subdivision" shall mean the property described in Exhibit "A" to be known as SHADEVILLE NORTH SUBDIVISION.

Section 8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot and shall include purchasers under contracts for deed but shall not include those holding title as security for the performance of an obligation.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all the owners of the lot.

In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 2. Voting Rights: Each lot within the subdivision will have one (1) vote.

ARTICLE III: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. A \$20.00 fee will be paid to the Association at the purchase of a lot and an assessment paid each year as determined by a majority vote of the lot owners.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each lot shall be assessed an equal percentage of the maintenance costs.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of one and half percent (1.5%) per month. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

Section 5. Subordination of Assessment Lien Mortgagors: The assessment lien provided for herein shall be subordinate to the lien of the first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof; shall extinguish the assessment lien as to payments which become due

prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV: EASEMENTS

Each lot extends to the right-of-way of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Wakulla County, Florida. Each deed from the developer will grant to the owner, nonexclusive use of the easement. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction of flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V: USE RESTRICTIONS

Section A. All numbered lots in the subdivision shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling and private garage and other suitable and needed out-buildings.

Section B. No more than one single-family residence shall be placed on any one numbered lot.

Section C. No residential building or structure shall be located nearer than sixty (60) feet to the front lot line.

Section D. No residence shall be located nearer than thirty (30) feet to any side or rear lot line.

Section E. No structure of a temporary character shall be used as a residence.

Section F. Personal livestock to be kept under adequate fence. No swine permitted. Commercial raising of animals is prohibited.

Section G. No junk cars, trash or rubble piles or any offensive eyesore shall be permitted on said property.

Section H. All sheds and separate buildings shall be constructed and completed in a style that will not conflict with the overall appearance of this residential development.

Section I. Conventional homes must meet all county requirements. Mobile homes must be skirted, not over 10 years old when installed, and 700 square feet minimum.

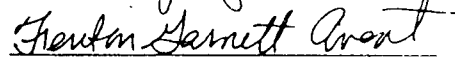
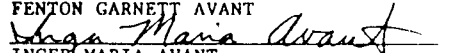
Section J. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Commercial repairing of automobiles is prohibited. Each lot owner will be required to hook up with Talquin Electric water as their main source of water.

Section K. The invalidation of any restriction herein by the judgement of any court shall not affect any of the other restrictions, which shall remain in full force and effect.

ARTICLE VI: EFFECT

Each and every conveyance of any lot in the subdivision is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF the said Covenantors has caused this instrument to be signed in their name, this 28<sup>th</sup> day of July, 1992.

  
FENTON GARNETT AVANT  
  
INGER MARIA AVANT

# Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960

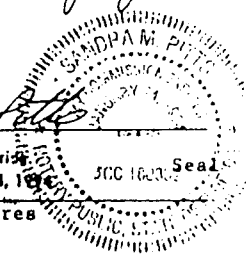
STATE OF FLORIDA

COUNTY OF LEON

BEFORE ME, the undersigned authority, this day personally appeared FENTON GARNETT AVANT AND INGER MARIA AVANT, described in the foregoing instrument, and acknowledged the execution thereof to be their free act and deed as such owners, for the uses and purposes herein mentioned, of said persons.

WITNESS my hand and official seal, this 28<sup>th</sup>, day of July, 1992.

*Sandra M. Pettit*  
Notary Public  
Notary Public, State of Florida  
My Commission Expires Jan. 24, 1996  
My Commission Expires



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