

AMENDED AND RESTATED

DECLARATION OF

RESTRICTIVE COVENANTS

FOR #1415#0570

LOTS 1 AND 2 OF

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

To all future owners of Lots 1 and 2 in CORNUCOPIA ESTATES, an unrecorded subdivision in Section 16, Township 2 North, Range 2 East, Leon County, Florida:

WHEREAS, WINSTON J. DeLONEY and KAY K. DeLONEY, husband and wife, are the owners of Lots 1 and 2 situated in Leon County, Florida, in CORNUCOPIA ESTATES, an unrecorded subdivision, more specifically described as follows:

See attached legal description, Exhibit A
incorporated herein by reference.

WHEREAS, WINSTON J. DeLONEY and KAY K. DeLONEY desire to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of said Lots 1 and 2 within CORNUCOPIA ESTATES to be consistent with the restrictive covenants affecting all other tracts within CORNUCOPIA ESTATES;

NOW, THEREFORE, there are created, declared and established upon Lots 1 and 2 in CORNUCOPIA ESTATES, Leon County, Florida (which includes the lands described in EXHIBIT A hereto) the following restrictive covenants, easements, reservations, and requirements upon the lands within that unrecorded subdivision, which shall run with the land and remain in full force and effect for a term of ninety-nine (99) years from the date of recordation, with extensions provided for in paragraph 9.

1. Mobile homes or modular homes shall not be permitted temporarily nor permanently, except one mobile home is permitted on Tract 10, so long as Developer or Developer's immediate family owns Tract 10.

2. Tracts conveyed by Developer to prospective purchasers shall not be subdivided by prospective purchasers (future owners) into parcels less than five (5) acres; provided, however, this restriction shall not apply to conveyances by Developer who shall have the right to convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres, nor shall this restriction apply to any "Bulk Sale Purchaser" from the Developer. "Bulk Sale Purchaser" is hereby defined as a person or entity who purchases 15 acres or more from Developer. Any such "Bulk Sale Purchaser" shall have the right to subdivide its tracts and can convey tracts of less than five (5) acres but not less than two and one-half (2-1/2) acres.

Instrument prepared by:

Owen K. Goodwyne
Roberts & Egan, P. A.
Post Office Box 1386
217 South Adams Street
Tallahassee, FL 32302

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT
JAN 23 1990
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3. No hazardous waste or pollutant shall be discharged and no noxious or offensive activity shall be carried on upon any tracts, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. The determination as to whether there is a banned discharge and/or whether an activity shall be noxious or offensive or constitute an annoyance or nuisance shall be that of the Board of Directors of Cornucopia Estates Homeowners Association, Inc. (hereinafter referred to as the "Board") in its sole discretion. Should the Board determine that any activity violates this restrictive covenant, it shall give the property owner notice of its determination, and the property owner shall then have 20 days within which to remove such noxious or offensive activity or to remedy such annoyance or nuisance. Failure of the property owner to undertake such remedial action shall subject him to an action at law or in equity brought by Cornucopia Estates Homeowners Association, Inc.

4. No swine of any kind shall be raised, bred or kept on any tract.

5. No building or other structure shall be commenced, erected or maintained upon any tracts, nor shall any exterior addition to, change or alteration therein be made, until the plans and specifications showing the shape, height, materials and location of same shall have been submitted to and approved in writing by an architectural control committee appointed by the Board. The architectural control committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications. The architectural control committee shall consist of a minimum of three (3) members. The number of members on the Architectural Control Committee shall be the number determined annually by the Board. One member shall be the Developer, so long as he owns any property subject to these Covenants and Restrictions, or any "Bulk Sale Purchaser" (as defined in Section 2 above) owning more land than the Developer. The remaining members shall be members of the Homeowners Association appointed by the Board and they shall serve at the pleasure of the Board. At such time as neither the Developer nor a Bulk Sale Purchaser own any land subject to these Covenants and Restrictions, all members of the architectural control committee shall be appointed by the Board.

6. Architectural Control and Residence Requirements:

A. Residence Requirements

1. Maximum 2-1/2 stories, or 35' high whichever is greater.

2. Minimum 1,800 square feet living area for homes on any tract.

B. Garages.

1. Must have garage - maximum three cars, minimum two cars.

2. Garage entrance must be at side or rear of dwelling.

C. Set-back requirements.

1. No dwelling shall be erected nearer than 100 feet from any property line between non-identical parties.

2. Typical accessory building shall be no closer than 15 feet from any property line between non-identical parties.

D. Other Structures/Vehicles

1. All temporary structures/storage buildings require Architectural Control Committee approval.

2. Boats, trailers, campers, trucks, recreational vehicles, or vehicles other than automobiles shall be parked or stored within the garage or placed behind or beside the residence whichever is most out of view from Cornucopia Lane or other roadways from which the parcel is accessible.

E. Miscellaneous

1. Fences constructed of chain link shall not be allowed on road frontages, but are allowed on side and rear property lines. No fence may exceed 6 feet in height.

2. Heating and air conditioning units must be to side or rear of residence. Window units may be at rear of building only.

3. Satellite dishes shall be screened and placed in rear or side yards whichever is most out of view of Cornucopia Lane or other roadways from which the parcel is accessible.

7. The owner or owners of any tract, by acceptance of a deed, shall be deemed to covenant and agree to be a member of CORNUCOPIA ESTATES HOMEOWNERS' ASSOCIATION, INC. and to pay assessments, regular or special, which shall be used exclusively for the maintenance and improvement of all common elements of the subdivision, particularly but not limited to, the private roadways within the development known as "CORNUCOPIA ESTATES". Each party owning a tract or tracts of land will pay his share of assessments for each tract which shall be determined by utilizing a fraction, the numerator of which will be one (1), the denominator of which will be the total number of tracts of land in CORNUCOPIA ESTATES. The intent of this section is to provide that the owner(s) of each tract which has a vote appurtenant to it, as set forth in Section 5.2 of the Bylaws, will be responsible for an equal, pro-rata share of the assessments for each such tract owned. All assessments, together with such interest and costs of collection as are herein-after provided, shall be a charge on the land described herein and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection as is herein provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. For the purpose of determining assessments, multiple owners of a tract or tracts shall be deemed a single party, with each such owner being jointly and severally liable for his share of the assessments against the party.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and notice thereof shall be provided the property owner. The assessment shall, together with interest and costs of collection, become a continuing lien on the property which will bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum or at the highest rate allowed by law. Cornucopia Estates Homeowners Association, Inc. may bring an action at law or equity against the owner personally obligated to pay the same and foreclose the lien against the property. There shall be added to the amount of such assessments, interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment. This

subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage irrespective of the time any such first mortgage is executed or recorded.

8. Each tract in CORNUCOPIA ESTATES shall be subject to a twenty (20) foot wide easement along the property lines of such tracts for the purpose of overhead power lines as necessary to provide power and other utilities thereto.

9. The Developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in, or any inconsistency between the provisions contained herein, and for the purpose of adding covenants or restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained. Provided, however, that such amendments or additional covenants or restrictions shall not affect tracts previously conveyed by Developer. The Developer shall cause any amendment to these covenants and restrictions to be recorded in the official records of Leon County, Florida, and said amendments shall be effective when properly recorded in the public records.

10. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of ninety-nine (99) years from the date these covenants are recorded. After ninety-nine (99) years they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts is recorded, agreeing to change the covenants in whole or in part.

11. Whenever notice is required to be given pursuant to these restrictive covenants, it shall be done by certified mail, return receipt requested, to the address of the tract owner as is shown on the current real property ad valorem tax roll for Leon County, Florida.

12. Invalidation of any of these covenants shall not in any way affect any of the remaining covenants contained herein.

13. These restrictions are for the benefit of any and all tract owners and may be enforced by any tract owner or by Cornucopia Estates Homeowners Association, Inc. by injunction or by any other lawful means.

14. Cornucopia Estates Homeowners Association, Inc. shall have the sole right to grant variances from any part of these covenants and restrictions.

MADE AND EXECUTED this 15th day of December, 1989.

Signed in the presence of:

Winston J. DeLoney

Witness as to Winston J. DeLoney

Patricia L. Morris

Witness as to Winston J. DeLoney

Kay K. DeLoney

Witness as to Kay K. DeLoney

Leasa H. Shadley

Witness as to Kay K. DeLoney

Winston J. DeLoney

KAY K. DeLONEY

STATE OF FLORIDA)
COUNTY OF LEON)

OR1415P0574

BEFORE ME, the undersigned authority, personally appeared WINSTON J. DeLONEY, who after being duly sworn, acknowledged that he executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 3rd day of January, 1989.
90 net

Mattie D. Buse
NOTARY PUBLIC

My commission expires:



STATE OF FLORIDA)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared KAY K. DeLONEY, who after being duly sworn, acknowledged that she executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration.

WITNESS my hand and official seal, this 15th day of December, 1989.

Anne B. White, n.p.
NOTARY PUBLIC

My commission expires:

Notary Public, Fulton County, Georgia
My Commission Expires June 25, 1990



EXHIBIT A

LOTS 1 AND 2

IR1415P0575

CORNUCOPIA ESTATES (UNRECORDED)

Commence at a concrete monument marking the Southeast corner of Section 16, Township 2 North, Range 2 East, Leon County, Florida; thence run North 88 degrees 07 minutes 19 seconds West 1206.14 feet to a concrete monument; thence continue North 88 degrees 07 minutes 19 seconds West 114.68 feet to a concrete monument; thence North 85 degrees 57 minutes 54 seconds West 349.29 feet to an iron rod, said iron rod also being the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 85 degrees 57 minutes 54 seconds West 467.09 feet to a concrete monument; thence North 01 degrees 09 minutes 53 seconds East 466.43 feet to a concrete monument on the Southerly boundary of a 60 foot ingress/egress and utility easement; thence along said boundary South 85 degrees 57 minutes 58 seconds East 467.0 feet to an iron rod; thence leaving said boundary South 01 degrees 09 minutes 53 seconds West 466.44 feet to the POINT OF BEGINNING.

