

DR1229PC0663

787788

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

OCT 15 9 27 AM '86

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION OF
RESTRICTIVE COVENANTS
FOR

CORNUCOPIA ESTATES, AN UNRECORDED SUBDIVISION

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

WHEREAS, JERRY A. DELONEY and ANN S. DELONEY, his wife, hereinafter referred to as the "Developer," are the owners and developers of certain lands situated in Leon County, Florida, and known and designated as CORNUCOPIA ESTATES, an unrecorded subdivision, more specifically described as follows:

See attached legal description, Exhibit A incorporated herein by reference

WHEREAS, Developer desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of tracts within CORNUCOPIA ESTATES;

NOW, THEREFORE, there are created, declared and established in CORNUCOPIA ESTATES, Leon County, Florida, 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 date with extensions provided for in paragraph 9.

1. Mobile or modular homes shall not be permitted temporarily nor permanently.
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.
3. No dwelling shall be constructed on said property which shall contain less than 1,500 square feet. No dwelling shall be erected nearer than 100 feet from any property line between non-identical parties.
4. No noxious or offensive activity shall be carried on upon any tract, 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 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.

5. No swine of any kind shall be raised, bred or kept on any lot.

6. No building or other structure shall be commenced, erected or maintained upon any tract, 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.

7. The owner of any tract, by acceptance of a deed, shall be deemed to covenant and agree 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"; provided, however, there shall be no assessments of any kind levied against tracts owned by Developer until such time as Developer conveys its tracts to other parties. All assessments, together with such interest and costs of collection as are hereinafter 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.

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 percent (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. 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 amendments to these covenants and restrictions to be recorded in the official records of Leon County, Florida.

9. Cornucopia Estates Homeowners Association, Inc., shall have the sole right to release any building plot from any part of these covenants and restrictions which have been violated if Cornucopia Estates Homeowners Association, Inc., in its sole judgment, determines such violation to be a minor or insubstantial violation.

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 has been recorded, agreeing to change the covenants in whole or in the 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.

MADE AND EXECUTED this 14 day of Oct, 1986.

Signed in the presence of:

Lisa Chance
Witness

Jerry A. Deloney
JERRY A. DELONEY

Gwen K. Goodwyn
Witness

Lisa Chance
Witness

Ann S. Deloney
ANN S. DELONEY

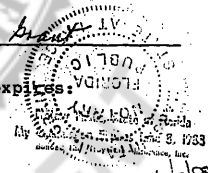
Gwen K. Goodwyn
Witness

STATE OF FLORIDA)
)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared JERRY A. DELONEY, who after being duly sworn, acknowledged that he executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration this 14th day of October, 1986.

Margaret H. Brown
NOTARY PUBLIC

My commission expires:



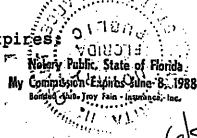
DR1229PC0666

STATE OF FLORIDA)
)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, personally appeared ANN S. DELONEY, who after being duly sworn, acknowledged that she executed the foregoing Declaration of Restrictive Covenants for the purposes expressed in such Declaration this 14th day of October, 1986.

Margarita H. Grant
NOTARY PUBLIC

My commission expires:



6/8/88

UNOFFICIAL DOCUMENT



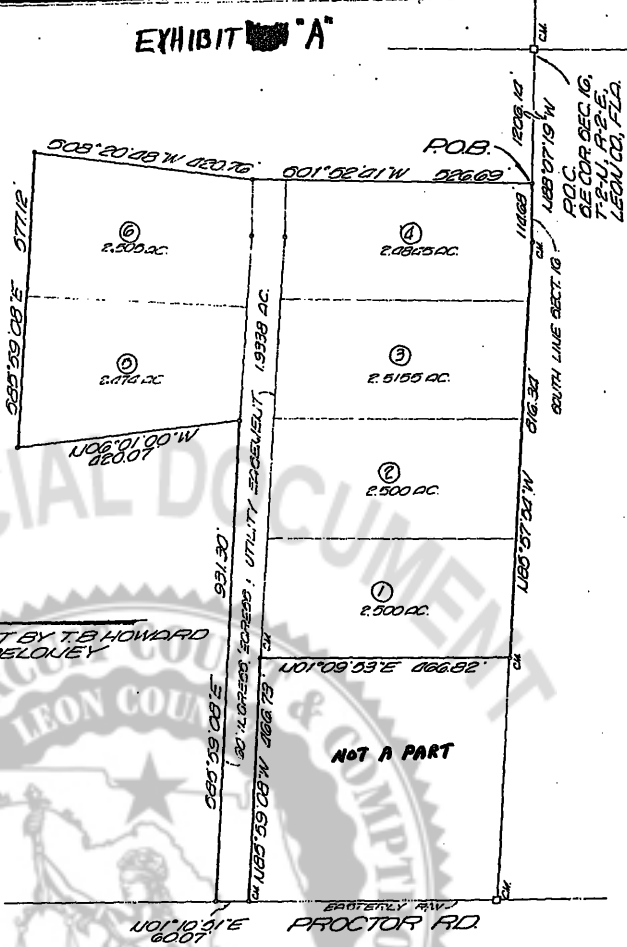
UNOFFICIAL DOCUMENT

TITLE: **PLAT OF DESCRIPTION OF 16.91 ACRE TRACT IN SEC. 16 T-2-N, R-2-E, LEON CO., FLA. - CORNUCOPIA ESTATES**

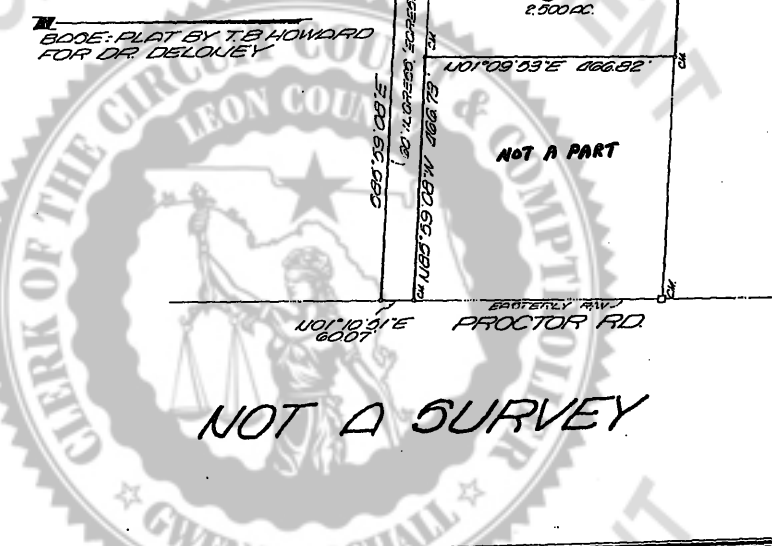
CLIENT: **DR. JERRY DELOUEY**

DR1229P06687

EXHIBIT "A"



NOTE: PLAT BY T.B. HOWARD FOR DR. DELOUEY



POOLE ENGINEERING COMPANY, INC.
 architects engineers surveyors
 1641-A METROPOLITAN CIRCLE
 TALLAHASSEE, FLORIDA 32308
 904-386-5117
 CORPORATE NO. 284

LARRY M COBB
 FLORIDA P.L.S. CERT. NO. 2470

JOB NO. 85-312
 SCALE: 1"=200'
 DATE: 2-10-88
 NOTEBOOK: FILE

PAGE
 1 OF 2

DESCRIPTION
CORNUCOPIA ESTATES

DR1229P0668

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 along the South boundary of said Section 16 a distance of 1206.14 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING 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 816.34 feet to a concrete monument; thence North 01 degrees 09 minutes 53 seconds East 466.82 feet to a concrete monument; thence North 85 degrees 59 minutes 08 seconds West 466.73 feet to a concrete monument marking the Easterly right-of-way boundary of Proctor Road; thence North 01 degrees 10 minutes 51 seconds East along said boundary 60.07 feet; thence South 85 degrees 59 minutes 08 seconds East 931.30 feet; thence North 06 degrees 01 minutes 00 seconds West 420.07 feet; thence South 85 degrees 59 minutes 08 seconds East 577.12 feet; thence South 08 degrees 20 minutes 48 seconds West 420.76 feet; thence South 01 degrees 52 minutes 41 seconds West 526.69 feet to the POINT OF BEGINNING; containing 16.91 acres, more or less.

