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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.RESTRICTIVE COVENANTS OF
OAKFAIR FARMS

OR 1401P2310

OCT 27 2 44 PM '89

The following covenants and restrictions ^{PAUL F. HARTSFIELD}
^{CLERK OF CIRCUIT COURT}

imposed by the party of the first part on the land conveyed herein, and shall run with the land and be binding upon the party of the second part and all persons claiming by and through or under them until the 1st day of January, 2088, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of three-fourths (3/4) of the then owners of all such property known as "OAKFAIR FARMS" (as herein defined) and to which these same and identical covenants and restrictions are imposed, it is agreed to remove said covenants in whole or in part. If the party of the second part, their heirs or assigns, or any person claiming by, through or under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for the party of the first part, or his heirs, successors or assigns, or any person or persons owning real estate to which these same and identical covenants are imposed and which is embraced within property known as "OAKFAIR FARMS" to prosecute a proceeding in Circuit Court in Leon County, Florida against the person or persons violating or attempting to violate such covenant and either prevent such person or persons from violating such covenant or to recover damages for such violation.

Invalidation of any of these covenants by judgment, court order or otherwise shall in no wise affect any of the other provisions, all of which not so invalidated shall

remain in full force and effect.

1. Name. The property herein described is a parcel in an unrecorded subdivision known as "OAKFAIR FARMS" consisting of a number of parcels to which these same and identical covenants and restrictions shall apply. For purposes of these covenants only, "OAKFAIR FARMS" shall be defined to include all parcels bound by these identical covenants.

2. Parcel. The term "parcel", as used herein, shall mean the real property herein described and conveyed by this instrument; provided however, if such conveyance is of four (4) acres or more, such "parcel" may be further divided by grantee into additional parcels, each of which shall not be less than 2.0 acres. In no event shall any parcel contain less than 2.0 acres.

3. Mandatory Membership in the "OAKFAIR FARMS" HOMEOWNERS ASSOCIATION, INC. There has been created a Florida not for profit corporation, "OAKFAIR FARMS" Homeowners Association, Inc. Each person who acquires a parcel in "OAKFAIR FARMS" to which these covenants apply shall be deemed to be a homeowner in the subdivision and by acceptance of this deed are members of the Association and are bound by the charter and bylaws of the Association. Every homeowner shall be required to retain and maintain such membership. Upon disposition of property in "OAKFAIR FARMS" membership in the Association shall

automatically terminate. Every homeowner shall have one vote for each two acres he owns in "OAKFAIR FARMS", rounded to the nearest whole number. All assessments lawfully made pursuant to the bylaws of the Association shall be divided prorata according to the number of parcels, including a proration based upon one (1) parcel for each two (2) acres and including parcels retained by party of the first part. The owner of each such parcel, by acceptance of the deed therefor, covenants and agrees to pay assessments or charges which shall be used exclusively for the maintenance and improvement of the roads, landscaping, signs and street light (including utility charges therefor) located within easement areas, and payment of taxes (if any) on roadways and improvements constructed within such easement areas.

4. Easements. The owner of each parcel, as herein defined acknowledges that a portion of such parcel is subject to a non-exclusive easement for ingress and egress and installation of utilities, roadways, landscaping, signs and street lights.

5. Maximum Annual Assessment. The initial annual assessment per homeowner shall be \$150 per year per parcel payable at such time and in such manner as determined by the directors of the Association. From and after 1 January 1990, the annual assessment may be increased each year by not more than 10% above the assessment of the previous year by the Association's Board of Directors without a majority vote of the membership.

The first annual assessment shall be due on 1 January 1989.

6. Special Assessments. In addition to the annual assessment authorized above, the Association, may levy by a majority vote of members of the association in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the roadways, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto; provided, however, that any such assessment shall be made in accordance with the bylaws of the Association.

7. Collection of Assessments. The annual assessments provided for herein shall commence as to each respective parcel on the first day of the month following the month in which the parcel is conveyed to its owner. The first annual assessment shall be adjusted or prorated according to the number of months remaining in the calendar year. The Board of Directors of the Association may elect to collect the annual assessments on a monthly, quarterly or annual basis. Any assessment not paid within ten (10) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such other legal rate as may be established by the Board of Directors. If any

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assessment is not paid on the date due, same shall be delinquent and shall, together with interest and costs of collection as herein provided, become a continuing lien on the property which will bind such property and then owner, their heirs, successors, personal representatives and assigns. The lien of the assessment provided for herein shall be subordinate to the lien of a first mortgage now or hereafter placed upon the property, and any extensions, consolidations, or modifications thereof. This subordination shall not relieve such property from liability for any assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any such first mortgage and any extension, consolidation or modification thereof is executed or recorded. The sale or transfer of any parcel shall not affect the assessment lien; provided, however the sale or transfer of any parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure. No foreclosure shall relieve such parcel from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

8. Architectural Committee. Plans and specifications for all proposed improvements, exterior additions or change or alterations to and existing exterior improvements on any parcel shall first be submitted to an Architectural Committee. With the exception of the initial members, the membership of the Committee shall consist of not less than three and no more than five members appointed each January 1 by the Board of Directors of the Association. A majority of such members must always be homeowners. The other member or members may be persons having special training in architecture or related subjects and not necessarily be homeowners. The initial members of the Architectural Committee shall be Roger R. Newton, Debbie R. Newton and Barbara A. Slaughter and shall serve until January 1, 1989.

Each homeowner shall submit in writing a complete set of plans and specifications showing exactly the nature, kind, shape, height, materials, color, location and all other details to the Committee prior to making any improvements, changes, or alterations to any parcel or existing improvements on said parcel. The Committee shall have thirty (30) days from the delivery to it of such plans and specifications to make its decision to approve, disapprove or modify such plans. The Committee's decision shall be final and shall be binding upon the homeowner. Its decision shall be delivered in writing by first

class mail to the homeowner. If the Committee fails to mail such written decision within the 30 day period, the homeowner may proceed with the construction of improvements set out in said plans on the 40th day after the plans submission. Any proposed changes, additions, or deletions to the landscaping or topography of any parcel shall be subject to the same requirements herein set forth. If commencement of construction in accordance with approved plans is not begun within 180 days after approval the approval shall be void and of no further force and effect.

The Architectural Committee, jointly or individually, the Association nor any designated representative of such shall be liable in damage to anyone submitting plans for approval, or to any owner or occupant of land affected by the Committee's decision of approval or disapproval, by reason of mistakes in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Committee for approval agrees by submission of such plans, and every owner of any said parcel agrees by acquiring title thereto, that he will not bring any action or suit against the Committee, the Association, not its designated representative, to recover any such damages.

9. Design Criteria. The general conceptual plan to building design within "OAKFAIR FARMS" shall generally be required to conform to the following guidelines:

(a) The ground floor area of any residence erected on any parcel exclusive on one story porches and garages, shall not be less than 1600 square feet of heated living area for a one story residence; provided, however, that any such residence between 1600 square feet and less than 2000 square feet of heated living area shall be required to have an attached double-car garage under the same roof as the heated living area. Residences containing 2000 square feet of heated living area may have detached garages if the overall design is approved by the Architectural Committee. In addition, the said garage shall not be permitted to open to the front or street side of the building parcel.

(b) In the event any residence contains more than one story, the ground floor must contain at least 1200 square feet of completely finished heated living area and at least 750 square feet of completely finished heated living area on the second floor. In addition, if the ground floor is between 1200-1600 square feet the residence must have an attached 2 car garage unless the overall design is otherwise approved by the Architectural Committee.

(c) No residence shall be allowed to exceed two and one-half (2-1/2) stories in height.

(d) No residence or accessory building shall be constructed closer to the corner side lot lines than 25', nor to

the interior side lot line than 15' nor closer than 25' to front lot line, nor closer than 25' to rear lot line.

(e) Usual and customary out buildings, including but not limited to detached garages, stables, pump houses, barns and similar structures, shall, where feasible, be constructed of the same material as the main residence structure.

(f) On parcels containing less than three (3) acres it will be requested that the well pump and pressure tank be housed under the main residence roof or detached garage roof when feasible. Variances may be granted at the sole discretion of the Architectural Committee.

(g) The Architectural Committee is hereby given the authority to grant variances to front, rear and side set back requirements as well as variances from minimum square footage requirements, or any other guideline requirements as set forth herein.

10. Land use.

(a) The property herein conveyed shall be used for single family residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on the parcel as defined herein other than one detached, single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, along with usual and customary out buildings, not limited to but including stables, pump houses, barns and similar structures.

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(b) When the construction of any building is once begun, work thereon shall be prosecuted diligently until the full completion thereof. The residence must be completed within 8 months after the start of the first construction upon the parcel, unless such completion is rendered impossible as a direct result of strikes, fire, national emergencies or natural calamities.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any parcel at any time as a residence, either temporarily or permanently. All dwellings shall be erected facing the front of the building parcel.

(d) No noxious or offensive activity shall be carried on or upon the parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No utility trailers, boat trailers or similar equipment shall be parked or maintained on the private roadway.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on the parcel, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose; provided further that any single parcel containing two or more acres may have one horse for each two acres in such parcel, provided they are not kept, bred or maintained for any commercial purpose.

DP1401PC2320

(f) No dwelling or other outbuilding shall be erected upon the premises so that the garage entrance faces the front of the building parcel.

(g) No sign of any kind shall be displayed to the public view on any parcel except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or mortgage lender to advertise the property during the construction and sale.

(h) All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers.

(i) Landscaping and attractive maintenance of the parcel shall be required of the homeowner. Vegetation or other soil cover shall be maintained on all open areas of each parcel to prevent run-off, erosion or obvious eyesores. Vegetation growth shall be kept cut to a reasonable height.

(j) Fencing to be utilized on a parcel shall also be approved by the Architectural Committee. Fencing shall either be welded wire on posts with wood top bar or decorative wood. The height of any fencing must be such that it will not block vision for vehicular traffic. The architectural committee reserves the right to approve or disapprove all proposed fencing at its sole discretion with thought and consideration given to neighborhood needs of safety and appearance. Plans and specifications for any

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fencing shall be submitted to the Architectural Committee as provided in paragraph 8 and the time limitations set out in that paragraph shall apply.

WITNESSES:

Barbara A. Laughter

Linda K. O'Neil

BY:

Roger R. Newton
ROGER R. NEWTON

STATE OF FLORIDA

COUNTY OF LEON

I HERBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROGER R. NEWTON, to me known to be the person described in and who executed the foregoing RESTRICTIVE COVENANTS, and acknowledged before me that he executed the same, this 25 day of October, 19 89.

WITNESS my hand and official seal in the State and County last aforesaid this 25 day of October, 19 89.

Linda K. O'Neil
NOTARY PUBLIC

My Commission expires 11/1/90



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DAVID J. BARTLETT, P.L.S.
TOMMY R. GREEN, P.L.S.
KATHLEEN R. SHAW, P.L.S.

October 10, 1989

DR1401P2322

OAKFAIR FARMS

Phase I Less Lot 1

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a concrete monument marking the Northeast corner of Section 15, Township 1 North, Range 2 East, Leon County, Florida, and run South 89 degrees 15 minutes 44 seconds West 2576.05 feet to a concrete monument marking the intersection of the Southerly maintained right of way boundary of Wadesboro Road with the Southerly right of way boundary of U.S. Highway No. 90, said concrete monument being located 75 feet measured at right angles from Department of Transportation centerline station 544+95.22, thence South 80 degrees 07 minutes 48 seconds West along the Southerly right of way boundary of said U.S. Highway No. 90 a distance of 1643.57 feet to a concrete monument, thence South 80 degrees 12 minutes 05 seconds West along said right of way boundary 1133.77 feet to the center of paving of Chaires Road, thence along the center of said paving as follows: South 01 degree 17 minutes 46 seconds East 647.26 feet to a nail and cap marking a point of curve to the right, thence along said curve with a radius of 16,397.54 feet, through a central angle of 01 degree 39 minutes 00 seconds, for an arc distance of 472.22 feet to a nail and cap, thence South 00 degrees 21 minutes 14 seconds West 395.15 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 21 minutes 14 seconds West 323.13 feet to a nail and cap marking a point of curve to the right, thence along said curve with a radius of 12,037.43 feet, through a central angle of 01 degree 14 minutes 15 seconds, for an arc distance of 259.99 feet to a nail and cap, thence South 01 degree 35 minutes 29 seconds West 494.13 feet to a nail and cap, thence South 00 degrees 48 minutes 49 seconds West 593.05 feet, thence leaving the center of said paving run North 89 degrees 31 minutes 13 seconds East 408.68 feet, thence South 00 degrees 28 minutes 47 seconds East 280.00 feet, thence North

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Phase I Less Lot 1
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89 degrees 31 minutes 13 seconds East 1610.60 feet to an iron pipe, thence North 02 degrees 12 minutes 39 seconds West 623.70 feet to a nail and cap in an oak tree, thence North 05 degrees 40 minutes 21 seconds East 216.00 feet to a concrete monument, thence North 09 degrees 25 minutes 12 seconds East 526.25 feet to an iron pipe, thence North 10 degrees 06 minutes 17 seconds East 584.82 feet, thence West 2179.03 feet to the POINT OF BEGINNING; containing 88.91 acres, more or less.

Less and Except that part of the foregoing described property lying within the maintained right of way boundary of Chaires Road.


LEE F. DOWLING

Registered Florida Surveyor No. 2661

BPD #72-113
PSR #8784

