

**DECLARATION OF RESTRICTIVE COVENANTS OF  
PINE TIP HILLS UNIT IV  
A RECORDED SUBDIVISION IN LEON COUNTY, FLORIDA**

CHERRY BLUFF, PART II, INC. is the owner of property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, his heirs 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**

OR1446P-1633

1. "Declarant" shall mean and refer to CHERRY BLUFF, PART II, INC., the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to PINE TIP HILLS HOME OWNERS ASSOCIATION, PART II, INC., a Florida corporation not for profit.
3. "Lot": The property described in Exhibit "A" has been divided into parcels for sale by the Declarant to the general public. The plat of the subdivision either has or will be recorded in the Public Records of Leon County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "lot".
4. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in good and functioning condition.
5. "Member" shall mean every person or entity that holds membership in the Association.
6. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.
7. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.
8. "Improvement" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Committee.
9. "Committee" shall mean the Architectural Control Committee as defined below.
10. "Living Area" shall mean those heated and air conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.
11. "Common Area" shall mean any land or facilities which the Association owns or maintains, including the roadways within the subdivision and any easements for drainage and storm water retention reserved to the Association.

**ARTICLE II - PINE TIP HILLS HOME OWNERS'  
ASSOCIATION, PART II, INC.**

Section 1. **GENERAL:** Declarant has deemed it desirable for the efficient preservation of the values and amenities in the subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in the Subdivision. Declarant has filed with the Secretary of State of Florida, PINE TIP HILLS HOME OWNERS

ASSOCIATION, PART II, INC. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of roads, common areas, easements, drainage facilities and security systems. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of the Subdivision.

The Association shall operate and maintain at its cost and for the use and benefit of the owners of Lots in the Subdivision all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the streets, roadways and drainage facilities within the subdivision, unless or until the appropriate governmental body of the City of Tallahassee or the County of Leon accepts this responsibility from the Association.

Section 2. **MEMBERSHIP IN THE ASSOCIATION:** Any person who owns a lot within the subdivision 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 of 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 3. **VOTING RIGHTS:** The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when seventy-five percent (75%) of the lots are owned by persons or entities other than the Declarant when Declarant elects to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such member has fully paid all assessments as provided for herein as shown by the books of the Association.

### **ARTICLE III - ASSESSMENTS**

Section 1. **CREATION OF LIEN AND OWNERS OBLIGATION:** Each owner of a lot within the subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, annual assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual assessment, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person who is the record owner of the lot at the time when the assessment becomes due.

Section 2. **PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the roadways, parks, common areas and drainage facilities within the subdivision, including, but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

Section 3. **ANNUAL ASSESSMENTS:** Until changed by the Board of Directors of the Association, the annual assessments per lot shall be One Hundred Dollars and No

Cents (\$100.00). The annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the maximum annual assessment shall not exceed the sum of Two Hundred Fifty Dollars and No Cents (\$250.00) per lot unless approval is obtained by the members of the Association in accordance with Section 4. below.

Section 4. **CHANGE IN MAXIMUM ANNUAL ASSESSMENT:** The Association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by three-fourths (3/4) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. **QUORUM:** The quorum required for any action authorized by Sections 4. above shall be as follows:

DR1446PC1635

At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. **EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION:** Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. 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 assessment provided for herein by abandonment of his lot.

Section 7. **SUBORDINATION OF ASSESSMENT LIEN:** The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became 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

The portion of each lot fronting on a roadway (not to exceed 10 feet) may be subject to a roadway and utility easement in favor of PINE TIP HILLS HOME OWNERS ASSOCIATION, PART II, INC. for the ingress and egress, use and benefit of all lot owners, in that Association as well the lot owners in PINE TIP HILLS HOME OWNERS ASSOCIATION, PART II, INC. If the roadways are dedicated to the public by PINE TIP HILLS HOME OWNERS ASSOCIATION, PART II, INC., then all lot owners in that Association shall deed in fee simple, without compensation, the necessary land (not over 10 feet) in order to satisfy government requirement.

## ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Section 1. **MEMBERSHIP:** The Committee shall consist of three to five members as follows:

A. The Declarant or His Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board shall have the authority to make the appointment in his place;

B. A Builder;

C. A Real Estate Agent or Broker; and

D. A member of the Association owning a lot within the subdivision.

DR1446FC 1636

The members of the Architectural Control Committee shall initially be chosen by the Declarant. The broker and the builder shall be rotated regularly among those who are active in the subdivision. The right to appoint the members of the Committee shall be transferred by the Declarant to the Board on December 1, 1992, if at least fifty percent (50%) of the lots within the subdivision have at that time been deeded away by the Declarant. Declarant may, however, transfer the power of the appointment to the Board at an earlier time if he should elect to do so.

Section 2. **PURPOSE:** No building, pool, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 3. **APPROVAL PROCEDURES:** Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

Section 4. **ADMINISTRATION:** The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to construction and development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the aesthetic qualities of the subdivision. The written request and submittal of plans specifications required pursuant to Section 2. hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; construction materials; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, walls, fences and other pertinent structures; driveway and sidewalk locations; specific grading and clearing and landscaping plan, color scheme designating the precise color of all exterior surfaces and exterior materials to be used. All construction materials must be approved by the Committee.

## ARTICLE VI - USE RESTRICTIONS

The subdivision shall be occupied and the lots within the subdivision shall be used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose, and no structure shall be erected, altered, placed or permitted to remain on a lot other than a single family dwelling of no more than two stories in height, together with appropriate out-buildings, such as a garage.

Section 2. No lot within the subdivision shall be further subdivided.  
Section 3. No mobile homes shall be allowed on the property.  
Section 4. No above ground pools will be allowed in the subdivision, and all swimming pools must be approved by the Committee.

Section 5. No building shall be erected within forty (40) feet from the road lot line, or within fifty (50) feet of the back property line or within twenty (20) feet of the side lot lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 6. No dwelling shall be constructed that contains less than one thousand nine hundred (1,900) square feet of living area, exclusive of porches and garages. No two or one and one-half story building shall be constructed unless the ground floor of the building contains one thousand one hundred (1,100) feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 7. All garage and carport entrances shall face the rear property line or a side property line. In no instance shall the entrance be permitted to face the front property line of the property.

Section 8. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding, with the exception of outbuildings approved by the Committee, shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from the street which runs in front of the property.

Section 9. All driveways shall be constructed of concrete or "hot mix" asphalt or such other material as may be approved by the Architectural Control Committee.

Section 10. All mail boxes must be at least one (1) foot from the edge of the pavement. This measurement is to be made from the end of the mail box facing the street to the edge of the pavement.

Section 11. No business, trade or commercial activity shall be conducted on any building site.

Section 12. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by the Builder to advertise the property during the construction or sales period.

Section 13. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. Particularly, prevented by this provision shall be the parking of large vehicles such as school buses, recreational vehicles above a passenger size van. There shall be no street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

Section 14. No satellite dish may be erected on a lot.

Section 15. No bamboo or barbed wire may be allowed on a lot.

#### ARTICLE VII - COMMON AREAS

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the parks and common areas, and such easement shall be

appurtenant to and shall pass with the title to every lot. Each owner shall have a perpetual easement for ingress over and across all roads located within the subdivision.

Section 2. **TITLE TO COMMON AREAS:** The Declarant may retain the legal title to the common areas until such time as he elects to convey the common areas to the Association or public body.

Section 3. **EXTENT OF MEMBERS' EASEMENTS:** The rights of easements of enjoyment created hereby shall be subject to the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.

Section 4. **MAINTENANCE:** The Association shall maintain all common areas within the subdivision, including specifically all, roads, drainage pumps, drainage facilities and entrance areas.

#### ARTICLE VIII - ENFORCEMENT

DR1446 PG 1638

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action or law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

#### ARTICLE IX - AMENDMENTS

Section 1. **BY DECLARANT:** Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall be made by Declarant with the consent of the Association, and without the requirement of the consent of the owners. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. **BY OWNERS:** Except as provided in Section 3. of this ARTICLE, after termination of Class B membership in the Association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all lots, together with (ii) the approval or ratification of a majority of the Board of Directions of the Association. the

forementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. **SCRIVENER'S ERRORS AND NONMATERIAL CHANGES:** Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.

Section 4. **LIMITATIONS:** Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of Section 2 required for adoption of an amendment to the Declaration.

Section 5. **EFFECTIVE DATE OF AMENDMENTS:** Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

#### **ARTICLE X - MISCELLANEOUS**

Section 1. **SEVERABILITY:** In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. **NOTICES:** Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. **INTERPRETATION OF DECLARATION:** The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

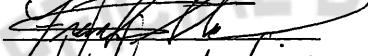

Section 4. **CAPTIONS, HEADINGS AND TITLES:** Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. **CONTEXT:** Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

Section 6. **ATTORNEYS' FEES:** Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

IN WITNESS WHEREOF, this instrument has been executed by Declarant on this 27<sup>th</sup> day of July, 1990.

WITNESSES:

  
FRANK S. SHAW, JR.

OR1446PC1640

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Declaration of Restrictive Covenants was acknowledged before me by FRANK S. SHAW, JR., on this 27<sup>th</sup> day of July, 1990.

NOTARY PUBLIC

My Commission Expires



**ACKNOWLEDGEMENT**

PINE TIP HILLS HOME OWNERS ASSOCIATION, PART II, INC., by its President, hereby acknowledges the above Declaration of Restrictive Covenants and consents to the obligations of the Association as specified therein.

PINE TIP HILLS HOME OWNERS  
ASSOCIATION, PART II, INC.

By:   
Its President

DR1446PG1641

LEGAL DESCRIPTION

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY  
FLORIDA  
JUL 27 11 28 AM  
PAUL T. HARTSFIELD  
CLERK OF CIRCUIT COURT

1017027

Commence at a terra cotta monument marking the Northeast corner of Section 1, Township 1 North, Range 1 West, Leon County, Florida, and run thence North 89 degrees 57 minutes 24 seconds West along the Section Line 2746.05 feet, thence South 479.37 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run East 840.00 feet, thence South 221.25 feet to a point on the Northerly right of way boundary of Moss View Way and a point on a curve concave to the Northerly, thence Westerly along said Northerly right of way boundary and said curve with a radius of 1616.57 feet, through a central angle of 01 degree 48 minutes 55 seconds, for an arc distance 51.22 feet (the chord of said arc being North 85 degrees 11 minutes 26 seconds West 51.21 feet), thence South 05 degrees 43 minutes 01 second West 60.00 feet to a point on the Southerly right of way boundary of said Moss View Way (60 foot right of way), said point also being on a curve concave to the Northerly, thence Easterly along said Southerly right of way boundary and said curve with a radius of 1676.57 feet, through a central angle of 05 degrees 43 minutes 01 second, for an arc distance of 167.29 feet (the chord of said arc being South 87 degrees 08 minutes 29 seconds East 167.22 feet), thence East along said Southerly right of way boundary 48.97 feet, thence South 09 degrees 52 minutes 05 seconds West 285.74 feet, thence South 123.49 feet, thence South 13 degrees 29 minutes 45 seconds East 102.96 feet, thence South 41 degrees 32 minutes 49 seconds East 210.00 feet, thence South 55 degrees 19 minutes 37 seconds East 210.00 feet, thence South 28 degrees 51 minutes 36 seconds East 87.08 feet, thence North 89 degrees 52 minutes 39 seconds East 200.00 feet, thence South 00 degrees 07 minutes 21 seconds East 65.00 feet, thence North 89 degrees 52 minutes 39 seconds East 260.00 feet, thence South 00 degrees 07 minutes 21 seconds East 570.00 feet to the Northerly right of way boundary of Rhoden Cove Road (60 foot right of way as recorded in official record book 124, page 35 of the public records of Leon County, Florida), thence South 89 degrees 55 minutes 25 seconds West along said Northerly right of way boundary 1466.29 feet, thence North 461.57 feet to the centerline of a 60 foot right of way of Rawls Road, thence West along said centerline 43.11 feet to the centerline of Letitia Lane (60 foot right of way), thence North along said centerline 46.38 feet to a point of curve to the left, thence Northerly along said centerline and said curve with a radius of 300.00 feet, through a central angle of 14 degrees 50 minutes 06 seconds, for an arc distance of 77.68 feet to a point of reverse curve, thence Northerly along said centerline and said reverse curve with a radius of 300.00 feet, through a central angle of 14 degrees 50 minutes 06 seconds, for an arc distance of 77.68 feet, thence West 230.00 feet, thence North 887.41 feet, thence West 30.00 feet, thence North 230.00 feet to the POINT OF BEGINNING; containing 46.38 Acres more or less.

EXHIBIT "A"