

*This Instrument Prepared by:*

**Boyd, DuRant & Sliger, P.L.**  
1407 Piedmont Drive East  
Tallahassee, Florida 32308

PROTECTIVE COVENANTS OF  
THE TERRE BONNE ASSOCIATION, INC.  
(last revised 09/23/12)

The land of The Terre Bonne Association, Inc. is that certain land situate and being in Leon County, Florida, which is described in the composite "Exhibit A" which has been relied upon and is without benefit of a survey, attached hereto and made a part hereof, by this instrument does make, declare and impose upon the lands for the benefit of and limitation upon all present and future owners thereof, the following conditions, restrictions, limitations, and easements which shall be and constitute covenants running with the land, binding upon the owners, its successors and assigns, all persons claiming any right, title or interest in the land and all subsequent purchasers thereof, their heirs, personal representatives, and assigns.

ARTICLE I: Definitions

The following terms are used in this Declaration of Restrictions are defined as follows:

- A. "Association" shall mean The Terre Bonne Association, Inc., a Florida corporation not for profit as subsequently described herein.
- B. "Bylaws" shall mean such Bylaws as are established by the Association from time to time.
- C. "Lot" refers to each lot and single family building.
- D. "Common Areas" refers to all areas within the Subdivision other than those areas constituting lots, and those areas dedicated to common use.
- E. "Owner" refers to the fee simple title holder of each "lot" as defined herein as reflected by the Public Records of Leon County, Florida.
- F. "Unit" refers to all single family dwelling units constructed or to be constructed upon lots in the Subdivision.
- G. "Board" refers to the Board of Directors of the Association.

ARTICLE II: Residential Use

- A. Those tracts designated "single family" shall only be used for the construction of single family residential dwelling units and permitted by the zoning code of the City of Tallahassee, Leon County, Florida, as now in effect.



B. Each unit shall be restricted to use by a single family, its household, servants and guests. No trade, business, profession or other types of commercial activity shall be carried on upon any of the lands covered by those restrictions, provided, however, that this shall not prohibit the renting of a unit for residential purposes.

#### ARTICLE III: Garages

Each unit will contain a garage which shall remain available for use for parking and storing of motor vehicles, bicycles, mopeds, tools and other equipment routinely stored and maintained in a garage. No garage shall be enclosed or converted to any other primary use, other than as set forth in this paragraph, without the approval of the Board.

#### ARTICLE IV: Motor Homes, Campers, Boats, Trailers, Canoes, and Other Recreational Vehicles

Motor homes, campers, boats, trailers, canoes, and other recreational vehicles of whatever nature, shall not be parked or stored on any lots, driveways, parking pads or streets.

#### ARTICLE V: Signs

No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common elements or limited common elements except one (1) sign of customary and reasonable dimension advertising the house for sale or rent, and except as otherwise provided by law.

#### ARTICLE VI: Aerials and Clothes Lines

No clothes lines or clothes poles shall be erected unless hidden from view from other lots and from the streets. No exterior radio, television or electronic antennae or aerials may be erected or maintained upon any land within the Subdivision, without the approval of the board.

#### ARTICLE VII: Garbage Disposal

All rubbish, trash, and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All trash, garbage, and other waste shall be kept in sanitary containers maintained within the garage and placed curbside on designated garbage collection days. Containers are to be returned to their customary locations as soon as possible after garbage has been collected.

#### ARTICLE VIII: Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and, provided further that they are kept so as not to be or become a nuisance or annoyance. Pets will be kept within the confines of the owner's property



unless they are in the company of their owner or designee and, according to the Leon County Ordinance, are restrained on a leash.

#### ARTICLE IX: Parking Strips

No parking strips or areas other than those driveways approved by the Board may be permitted upon any portion of the lot.

#### ARTICLE X: Sight Obstructions

No fence, wall, hedge, shrub, or tree shall be placed upon any lot in such a manner or in such a place as would obstruct the view of the driver of a motor vehicle when coming into an intersection. The determination of the Board as whether any such visual obstruction exists shall be conclusive and upon notification of such obstruction by the Board, the owner of the lot upon which such obstruction by the Board, the owner of the lot upon which such obstruction is situate, shall have ten (10) days from the sending of such notice to remove the same. Should the owner fail to do so, the Board may enter upon the subject lot and remove the same at the expense of the owner without such entry constituting a trespass and the owner shall be liable to and pay the Association the cost thereof.

#### ARTICLE XI: Drainage

No changes in elevations of any lot shall be made which will cause a change in the flow of surface waters to adjacent properties.

#### ARTICLE XII: Nuisance

No noxious or offensive activity shall be carried on upon any land within the Subdivision, nor shall any owner permit a nuisance upon his lot, nor shall anything be done thereon which might become an annoyance or nuisance to other owners

#### ARTICLE XIII: Notification

When any notice is required to be sent or permitted to be sent by the Association to an owner of a lot or occupant of a unit pursuant to the terms hereof, or pursuant to the bylaws of the Association, the same shall conclusively be deemed to have been delivered to the owner or occupant upon the happening of any of the following:

- A. The actual delivery thereof to the owner or to any person over the age of fifteen (15) years residing in the unit in question.
- B. The expiration of three (3) days after placing of the same in the United States Mail with postage prepaid, addressed to the owner at the address to which the property is registered with the Leon County, Florida Property Appraiser's Office or to such other address as the owner provided to the Association; or



- C. The depositing of the same into the deposit tube under the mailbox of the unit in question if the property is improved.

#### ARTICLE XIV: Insurance

A. The Board on behalf of the Association, shall obtain public liability insurance in connection with the duties of the Association to supervise and administer all of the requirements of these protective covenants, insuring the Association in such amounts as the Board may determine from time to time, provided, however, that the minimum amount of liability coverage shall be One Hundred Thousand Dollars (\$100,000.00) and the minimum amount of property damage shall be Twenty-Five Thousand Dollars (\$25,000.00) Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each owner as provided in Article XVII hereof. Each individual owner shall be responsible for purchasing liability insurance to cover accidents occurring within or upon his/her tract(s) including, but not limited to, accidents arising from the operation of his/her vehicles.

B. The Board shall obtain casualty insurance in such amounts as the Board may determine from time to time to be necessary for insuring the improvements for which the Association has maintenance responsibility. Premiums for the payment of such insurance shall be chargeable as a common expense as set forth in subparagraph (A) above.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the members of the Association as their interest may appear and the Board or its agents shall be the agent for each and every owner for the purpose of negotiating and settling all claims against any insurance company, and, accordingly, is authorized to execute releases on behalf of the Association and each and every owner in favor of any insurer after settlement.

#### ARTICLE XV: Lawful Use

No unlawful use shall be made of the Subdivision property or any part of it. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Subdivision property shall be observed.

#### ARTICLE XVI: Association

A. The Association shall be known as The Terre Bonne Association, Inc., and shall be incorporated under the laws of the State of Florida, as a corporation not for profit.

B. The owner of each unit constructed in the Subdivision shall automatically be a member of the Association, provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or lot.

C. In the event such owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.



D. Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the Charter or Bylaws of the Association.

E. Notwithstanding any of the foregoing provisions, the Bylaws or Articles of Incorporation of the Association, the Board shall serve as the Administrator.

#### ARTICLE XVII: Assessments

A. In determining the pro rata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association, each unit which may be constructed, whether actually constructed or not, shall be deemed one unit, and the total number of units shall be divided into the cost to be allocated, with each unit assessed the resultant cost thereof.

B. The owner of the lot upon which each unit has been or may be constructed shall be the person liable to the Association for payment of the cost allocated to such unit, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.

C. Each owner shall contribute to the owners' Association a monthly fee which shall be collected and deposited to the account of the owners' Association.

D. The Board shall have the power and authority to increase the said monthly fee in the event the maintenance and affairs of the Association require additional funds. All increases shall then be approved by the majority vote of those lot or unit owners voting, with each lot or unit owner having one vote.

#### ARTICLE XVIII: Special Assessments

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a pro rata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of members of the Association with each lot constituting one member.

#### ARTICLE XIX: Liens

A. Any sum owing by an owner to the Association, as provided herein, or as may be provided under the Bylaws of the Association shall be secured by a lien upon the tract of the owner.

B. If any sum due by an owner to the Association is not paid within thirty (30) days from the first of each month, the owner shall pay to the Association a late fee of five dollars (\$5.00) for each thirty (30) day period or portion thereof the sum owed to the Association is delinquent. This additional late fee shall also be secured by such lien.



C. Such lien shall attach to and become effective against the tract upon filing of a notice of lien by the Board among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing, and the date of the commencement of the late fee assessment. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a tract as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a tract in lieu of foreclosure, such acquirer of title, his/her/its heirs, successors and assigns, shall be liable for the assessments pertaining to such tract or chargeable to the former owner of such tract which became due prior to the acquisition of the title to such tract as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure, subject to the limitations provided by law. All of such unpaid assessments shall be deemed to be common expenses collectible on a pro rata basis from all of the members of the Association, unless such unpaid assessments are waived by the Board.

D. A copy of such notice shall be sent by the Board to the owner within ten (10) days after filing of the same among the Public Records of Leon County, Florida. However, failure of the Board to send such notice to the owner shall in no way invalidate the lien.

E. Such lien may be foreclosed by the Association, its successors and assigns, in the same manner as a mortgage, and in the event foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including reasonable attorney's fees.

#### ARTICLE XX: Use of Funds

A. All of the funds paid to the Association shall be maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

B. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

#### ARTICLE XXI: Association Areas of Responsibility

A. It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.

B. It shall be the responsibility of the Association to insure that "Common Areas" described in Article XXII are continually maintained and repaired pursuant to Article XXIII and as provided in this Article.

#### ARTICLE XXII: Common Areas

The common areas shall include, but not be limited to, the following:



- A. The open space and common areas not included in any of the lots.
- B. All easements, including those for utilities, parking, roadways and other purposes.
- C. Such other areas as may be determined by the Board to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the Subdivision.

#### ARTICLE XXIII: Maintenance Services

The maintenance services for the designated "common areas" herein shall be provided by the Association and each owner shall pay to the Association his/her pro rata share of the cost of the maintenance thereof as a part of the monthly fee described in Article XVII. Maintenance services shall include, but not be limited to, the following:

- A. Planting, irrigating, mowing, fertilizing and spraying of the plants and grasses placed and maintained in open spaces and common areas.
- B. The maintenance of any common buildings.
- C. The maintenance and upkeep of the private roads and parking easements.

#### ARTICLE XXIV: Architectural Control

A. No building, well, structure or other improvement shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefore and the location thereof upon the lot have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing or proposed structure, and as to location upon a lot or building site.

B. All plans submitted shall include a plot plan showing the location of the proposed improvements upon a building site. Refusal of the approval of the plans and specifications or location of the improvements by the Board may be based upon any ground, including solely aesthetic grounds, except where excluded by law.

The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Board's approval.

#### ARTICLE XXV: Limitation of Liability of Association

Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the Subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons.



#### ARTICLE XXVI: Enforcement

The provisions hereof may be enforced by the Board, the Association, or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach thereof. In addition, whenever there shall have been built upon any lot any structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. Should the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Association all costs incurred including a reasonable attorney's fee. Any and all costs incurred by the Association in the enforcement hereof, including attorneys' fees, shall become a lien against the property, subject to the same terms and conditions as the lien set forth in Article XIX.

#### ARTICLE XXVII: Waiver

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to do so thereafter as to either the same breach or subsequent breach.

#### ARTICLE XXVIII: Severability

Invalidation of any one or more of the provisions hereof by a court of competent jurisdiction shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

#### ARTICLE XXIX: Duration of Covenants

The foregoing covenants, restrictions, reservations, and servitudes shall be binding for a period of 20 years from the date of recording hereof, after which time the same shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots in the Subdivision has been recorded, which instrument alters, amends, extends, enlarges or repeals the provisions hereof in whole or in part.

#### ARTICLE XXX: Amendment

The provisions hereof may be modified, amended, or repealed at any time by two-thirds (2/3) affirmative vote of the total membership of the Association voting in person or by absentee ballot. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Association shall affect the lien of any mortgage then encumbering any of the lands in the Subdivision, nor the rights or powers of the holder of any such mortgage, unless the holder of any such mortgages joins in the execution of the modification or amendment. Any amendment must be recorded.





ARTICLE XXXI: Effect

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.

IN WITNESS WHEREOF, I, being President of THE TERRE BONNE ASSOCIATION, INC., a Florida corporation not-for-profit, have hereunto set my hand and seal this 25th day of July, 2014. Iragene Harrell Gregory - Valid FL DL

Witnesses:

Iragene Harrell Gregory  
Name:  
President Iragene Harrell Gregory  
THE TERRE BONNE ASSOCIATION, INC.

Alfreda Coleman  
**ALFRED A COLEMAN**  
Tiffany Daigle  
**Tiffany Daigle**

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of July 2014, by Iragene Harrell Gregory who is personally known to me or who has produced Valid FL DL as identification.

[SEAL]



Alfreda Coleman  
~~Notary Public~~  
Deputy Clerk  
**ALFRED A COLEMAN**

