

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

DECLARATION OF RESTRICTIVE
COVENANTS OF TWIN OAKS ESTATES, UNRECORDED

BEN C. BOYNTON, the owner of that certain land in Leon County, Florida described in Exhibit "A" attached hereto and made a part hereof, by this instrument does make, declare and impose upon the lands described in Exhibit "A" for the benefit of all present and future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its successors 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

Section 1. "Declarant" shall mean and refer to BEN C. BOYNTON.

Section 2. "Association" shall mean and refer to TWIN OAKS PROPERTY OWNERS ASSOCIATION, a Florida corporation not for profit, to be formed to administer these covenants.

Section 3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1209, Page 623 of the Public Records of Leon County, Florida.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any one individual or group of individuals.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads and drainage and other related improvements in good repair, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity that holds membership in the Association.

Section 7. "Subdivision" shall mean the property described in Exhibit "A" to be known as TWIN OAKS ESTATES.

Section 8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot and shall include purchasers under

ARTICLE III: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the years 1985 and 1986 shall be Twenty-Five Dollars and No Cents (\$25.00) for each unit assessed to an owner. After 1986, the annual assessment may be increased by vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance costs. The percentage of the cost allocated to each owner shall be determined by the number of units assessed to each owner.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, 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 assessments provided for herein by abandonment of his lot.

Section 5. Subordination of Assessment Lien Mortgage: The assessment lien provided for herein shall be subordinate to the lien of the first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale

ARTICLE III: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the years 1985 and 1986 shall be Twenty-Five Dollars and No Cents (\$25.00) for each unit assessed to an owner. After 1986, the annual assessment may be increased by vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance costs. The percentage of the cost allocated to each owner shall be determined by the number of units assessed to each owner.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, 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 assessments provided for herein by abandonment of his lot.

Section 5. Subordination of Assessment Lien Mortgage: The assessment lien provided for herein shall be subordinate to the lien of the first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale

or transfer of any lot pursuant to a mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the assessment lien as to payments which become 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

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1209, Page 623 of the Public Records of Leon County, Florida. Each deed from the developer will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V: USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot shall be divided into parcels of less than two (2.0) acres of property.

Section 3. No mobile homes shall be allowed on the property.

Section 4. No building shall be erected within twenty (20) feet of any property line or within fifty (50) feet of the centerline of the roadway. 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 5. No building, including additions to existing structures, shall be erected within the subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the Declarant. If no action has been taken after thirty (30) days from the date in which the plans are submitted to the Declarant, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be arbitrarily withheld. Basic architecture will be consistent.

At such time as Declarant no longer wishes to maintain control of construction in the subdivision, he shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this section.

Section 6. No dwelling shall be constructed that contains less than one thousand eight hundred (1,800) square feet of heated area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed. The Declarant reserves the right to make a variance as it pertains to Section 6.

Section 7. Out buildings shall be limited to private stables, kennels, greenhouses and structures customarily associated with single family residential homes. All out buildings shall be approved as provided for in Section 5 above.

Section 8. Livestock, poultry or other animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property for any commercial purposes.

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

1209 PAGE 0629-A

COURT HOUSE SQUARE
POST OFFICE BOX 625

May 21, 1986

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

TWIN OAKS

OVERALL

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at an old concrete monument marking the Northeast corner of Section 25, Township 3 North, Range 1 West, Leon County, Florida, and thence run West along the North boundary of said Section 25, a distance of 1203.16 feet to the Easterly right-of-way boundary of State Road No. 155, said point lying on a curve concave to the Westerly, thence run Southwesterly along said Easterly right-of-way boundary and along said curve with a radius of 2281.55 feet, thru a central angle of 00 degrees 45 minutes 20 seconds for an arc distance of 30.09 feet, the chord of said arc being South 04 degrees 13 minutes 09 seconds West 30.08 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run East 584.87 feet to a concrete monument, thence run South 165.04 feet to a concrete monument, thence run South 78 degrees 53 minutes 54 seconds East 702.60 feet to the waters edge of Lake Iamonia, thence run along said waters edge as follows: South 24 degrees 00 minutes 43 seconds West 142.02 feet, thence South 55 degrees 37 minutes 11 seconds West 72.98 feet, thence South 24 degrees 28 minutes 26 seconds West 205.34 feet, thence South 30 degrees 37 minutes 51 seconds West 295.96 feet, thence North 63 degrees 30 minutes 02 seconds West 98.08 feet, thence South 31 degrees 48 minutes 40 seconds West 115.05 feet, thence South 88 degrees 15 minutes 40 seconds West 142.37 feet, thence North 77 degrees 12 minutes 05 seconds West 179.52 feet, thence North 77 degrees 54 minutes 08 seconds West 95.55 feet, thence South 77 degrees 00 minutes West 132.00 feet, thence South 61 degrees 30 minutes West 396.00 feet, thence leaving said waters edge run North 617.82 feet to the Easterly right-of-way boundary of State Road No. 155, said point lying on a curve concave to the Northwesterly, thence run Northeasterly along said Easterly right-of-way boundary and along said curve with a radius of 1065.81 feet, thru a central angle of 12 degrees 19 minutes 55 seconds for an arc distance of 229.40 feet, the chord of said arc being North 18 degrees 14 minutes 56 seconds East 228.96 feet, to a point of compound curve, thence run Northeasterly along said Easterly right-of-way boundary and along said compound curve with a radius of 2281.55 feet thru a central angle of 07 degrees 29 minutes 10 seconds for an arc distance of 298.10 feet, the chord of said arc being North 08 degrees 20 minutes 24 seconds East 297.89 feet to the POINT OF BEGINNING containing 23.44 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Edwin G. Brown
EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

81-035
PSC:2480

766425
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JUN 3 2 55 PM '86
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

EXHIBIT "A"

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

1209 PAGE 0629-A

COURT HOUSE SQUARE
POST OFFICE BOX 625

May 21, 1986

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

TWIN OAKS

OVERALL

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at an old concrete monument marking the Northeast corner of Section 25, Township 3 North, Range 1 West, Leon County, Florida, and thence run West along the North boundary of said Section 25, a distance of 1203.16 feet to the Easterly right-of-way boundary of State Road No. 155, said point lying on a curve concave to the Westerly, thence run Southwesterly along said Easterly right-of-way boundary and along said curve with a radius of 2281.55 feet, thru a central angle of 00 degrees 45 minutes 20 seconds for an arc distance of 30.09 feet, the chord of said arc being South 04 degrees 13 minutes 09 seconds West 30.08 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run East 584.87 feet to a concrete monument, thence run South 165.04 feet to a concrete monument, thence run South 78 degrees 53 minutes 54 seconds East 702.60 feet to the waters edge of Lake Iamonia, thence run along said waters edge as follows: South 24 degrees 00 minutes 43 seconds West 142.02 feet, thence South 55 degrees 37 minutes 11 seconds West 72.98 feet, thence South 24 degrees 28 minutes 26 seconds West 205.34 feet, thence South 30 degrees 37 minutes 51 seconds West 295.96 feet, thence North 63 degrees 30 minutes 02 seconds West 98.08 feet, thence South 31 degrees 48 minutes 40 seconds West 115.05 feet, thence South 88 degrees 15 minutes 40 seconds West 142.37 feet, thence North 77 degrees 12 minutes 05 seconds West 179.52 feet, thence North 77 degrees 54 minutes 08 seconds West 95.55 feet, thence South 77 degrees 00 minutes West 132.00 feet, thence South 61 degrees 30 minutes West 396.00 feet, thence leaving said waters edge run North 617.82 feet to the Easterly right-of-way boundary of State Road No. 155, said point lying on a curve concave to the Northwesterly, thence run Northeasterly along said Easterly right-of-way boundary and along said curve with a radius of 1065.81 feet, thru a central angle of 12 degrees 19 minutes 55 seconds for an arc distance of 229.40 feet, the chord of said arc being North 18 degrees 14 minutes 56 seconds East 228.96 feet, to a point of compound curve, thence run Northeasterly along said Easterly right-of-way boundary and along said compound curve with a radius of 2281.55 feet thru a central angle of 07 degrees 29 minutes 10 seconds for an arc distance of 298.10 feet, the chord of said arc being North 08 degrees 20 minutes 24 seconds East 297.89 feet to the POINT OF BEGINNING containing 23.44 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Edwin G. Brown
EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

81-035
PSC:2480

766425
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
JUN 3 2 55 PM '86
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

EXHIBIT "A"