

1056-1651

CR1056761651

RESIDENTIAL

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BUCKWOOD SUBDIVISION

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants and Restrictions, made and entered into on this 3rd day of March, 1983, by BUCKWOOD DEVELOPMENT, a Florida General Partnership, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property in the County of Leon and State of Florida, commonly known as BUCKWOOD SUBDIVISION and desires to create therein a residential subdivision with permanent parks, playgrounds, open spaces, roads, streets, drainage and utility easements, and/or other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, roads, streets, drainage and utility easements, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, BUCKWOOD HOMES ASSOCIATION, for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto.

610258
RECORDED IN PUBLIC
OFFICE OF LEON COUNTY
MAR 3 1 44 PM 1983
CLERK OF COUNTY COURT

08105661652

Page Two - DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE II
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the BUCKWOOD HOMES ASSOCIATION, INC.

(b) "Board" shall mean and refer to the Board of Directors of the BUCKWOOD HOMES ASSOCIATION, INC.

(c) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms, carports, canopies, enclosed malls, porches, walls and fences.

(d) "Common Properties" shall mean and refer to those areas of land and easements described in Exhibit "B" and intended to be devoted to the common use and enjoyment of the owners of The Properties, as well as any property donated to the Association by the developer.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXII, Section 1, hereof.

(f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property. Prior to improvement to the site, "site" shall mean Lots 1 through 53 shown on attached Exhibit "C" and Lots 1 through 47 on attached Exhibit "D".

(i) "The Properties" shall mean and refer to all such existing properties described in Exhibit "A".

(j) "Committee" shall mean and refer to the Architectural Control Committee.

(k) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, streets, drainage, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(l) "Homeowner" shall mean the owner of a single unit within a multifamily structure.

DR105671653

Page Three DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE III
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE IV
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of the Owners of seventy-five (75%) percent of the property described in Exhibit "A", the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

UR1056701654

Page Four - DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE VI

LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures must be completed in accordance with plans and specification upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Lots 1 through 53, shown on attached Exhibit "C", may be used for multi-family dwellings. However, Lots 1 through 67 shown on attached Exhibit "D" are limited to single-family dwellings.

ARTICLE VII

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction, unless placed behind the residence in a manner in which it will not be visible from any street.

Except in areas zoned for multi-family use, boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE VIII

ARCHITECTURAL CONTROL

No improvement, as defined herein, shall be commenced erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, size, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of three members to be appointed by the Developer. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

UR1056701655

Page Five - DECLARATION OF COVENANTS AND RESTRICTIONS

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all building and other structures and improvements proposed to be constructed on the building plot with all buildings restriction lines shown. In addition, there shall be submitted to the Committee for approval, a description of materials and such samples of building materials proposed to be used as the Committee shall specify and require.

ARTICLE X

DWELLING QUANTITY AND SIZE

The total square footage of heated or airconditioned space of any dwelling shall not be less than 1100 square feet in the dwelling constructed on Lots 1 through 47 shown on Exhibit "D" and shall not be less than 800 square feet for a 1 bedroom unit, 900 square feet for a 2 bedroom unit or 1000 square feet for a 3 bedroom unit. In multi-family units constructed on Lots 1 through 53 shown on Exhibit "C".

ARTICLE XI

BUILDING LOCATION

(a) No building shall be located on any site nearer than thirty-five (35) feet from the front property line. Setback from the rear property line, or side lines shall not be less than the minimum building setback lines specified in Leon County Zoning regulations. In any event, no building shall be located on any site nearer to the front property line, or nearer to any side property line, than specified by the Committee.

(b) No driveway shall be located nearer than 1 foot to an interior property line except a back-up turn-around pad may abut a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than 2 inches to an interior property line. Common fences may be utilized by agreement of affected owners.

(d) For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

UR1056701656

Page Six - DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE XII

GARAGES

Each Living Unit, except a multi-family structure, shall have a functional garage or carport attached to the residence. Garages facing the street shall have doors, and carports shall not face the street.

ARTICLE XIII

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt or similar hard surface that is approved by the Architectural Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XV

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in the front or any side of a building.

ARTICLE XVI

SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent, unless commercial or multi-family property with approval by the developer.

ARTICLE XVII

SIGHT DISTANCE AT INTERSECTIONS

No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection.

ARTICLE XVIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on description in Exhibit "C". Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage