

Proposed Covenant Revisions
Long Leaf Plantation Home Owners
Association

~

Revised Covenants following the Home
Owners, Legal and Board reviews

~

Completed

And Posted On answerbooth.com/proposedrevisions on April 20, 2020

Please refer to the cover letter and voting ballot you received in the mail for instructions on recording your vote.

AMENDMENT TO AND RESTATEMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
RUNNING WITH THE LAND AS TO
LONG LEAF PLANTATION SUBDIVISION
PHASE I, PHASE II, AND PHASE III

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, a document entitled “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision” was recorded in Official Records Book 2036, Page 0770, of the Public Records of Volusia County, Florida, and imposed certain restrictions, conditions, reservations and limitations upon the property described within the said document (hereinafter referred to as “Phase I Restrictions”); and

WHEREAS, a document entitled “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision Phase II” was recorded in Official Records Book 2176, Page 1348, of the Public Records of Volusia County, Florida, and imposed certain restrictions, conditions, reservations and limitations upon the property described within the said document (hereinafter referred to as “Phase II Restrictions”); and

WHEREAS, a document entitled “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision Phase III” was recorded in Official Records Book 2304, Page 1749, of the Public Records of Volusia County, Florida, and imposed certain restrictions, conditions, reservations and limitations upon the property described within the said document (hereinafter referred to as “Phase III Restrictions”); and

WHEREAS, the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions were amended on Official Records Book 3192, Page 1750, of the Public Records of Volusia County, Florida and Official Records Book 3338, Page 1243, of the Public Records of Volusia County, Florida; and

WHEREAS, the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions affect the properties located within a subdivision in Volusia County, Florida, known as “Long Leaf Plantation” (hereinafter referred to as “Subdivision”); and

WHEREAS, the Board of Directors of the Long Leaf Plantation Home Owners Association, Inc. and owners within the Long Leaf Plantation subdivision believe that it is appropriate to amend the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions by consolidating said restrictions, modifying certain provisions, and restating the same herein; and

WHEREAS, paragraph 8. B. of the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions each permit the amendment of the said restrictions if approved by sixty-seven (67%) percent of the record title owners of each phase of the Subdivision.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions, as previously amended, are hereby amended, consolidated, and restated as follows:

**AMENDED DECLARATION OF COVENANTS
AND RESTRICTIONS
RUNNING WITH THE LAND AS TO
LONG LEAF PLANTATION SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, over sixty-seven (67%) percent of the record title owners of property within each phase of the Long Leaf Plantation subdivision have agreed to amend the covenants and restrictions contained in the documents entitled “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision” recorded in Official Records Book 2036, Page 0770, of the Public Records of Volusia County, Florida (hereinafter referred to as “Phase I Restrictions”), “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision Phase II” was recorded in Official Records Book 2176, Page 1348, of the Public Records of Volusia County, Florida (hereinafter referred to as “Phase II Restrictions”), and “Declaration of Covenants and Restrictions Running with the land as to Long Leaf Plantation Subdivision Phase II” was recorded in Official Records Book 2304, Page 1749, of the Public Records of Volusia County, Florida (hereinafter referred to as “Phase III Restrictions”), as each has been previously amended; and

WHEREAS, paragraph 8. B. of the Phase I Restrictions, Phase II Restrictions, and Phase III Restrictions each permit the amendment of the said restrictions if approved by sixty-seven (67%) percent of the record title owners of each phase of the Subdivision; and

WHEREAS, all of the properties described in the Phase I Restrictions, Phase II Restrictions and Phase III Restrictions (hereinafter referred to as the “Subdivision”) shall be subject to restrictions for the mutual benefit and protection of the owners of property within the Subdivision.

NOW THEREFORE, in consideration of the premises hereof, the Subdivision shall be subject to the following restrictions, conditions, reservations and limitations binding upon each and every person, both natural and corporate, who owns or hereafter purchases or acquires any interest in the Subdivision, and their heirs and assigns:

I. ARCHITECTURAL CONTROL BOARD

- A. No building or structure of any kind shall be erected, placed, altered, added, painted or changed in any manner on any lot within the Subdivision until construction plans and specifications and a plan showing the location of the structure or a plan showing any proposed change have been approved in writing by the Architectural Control Board (hereinafter referred to as the ACB) as to the quality of workmanship and materials, harmony of external design with existing structure, the location with respect to topography, vegetation and finished grade and elevation, and any other relevant consideration which is based on acceptable standards of planning, zoning and construction, including consideration based exclusively on aesthetic factors.
- B. The ACB shall be composed of three members of the Long Leaf Plantation Home Owners Association, Inc. (hereinafter referred to as "Association") as provided for herein. The Association Board of Directors shall appoint the ACB members in writing. The term of office for each ACB member shall be two (2) years and have no term limit.
- C. The ACB shall have the right to refuse the approval of any proposed building plans specification or any other matters contained herein requiring the approval of the ACB. The ACB shall not be arbitrary in its decision process and agrees to submit any dispute by a property owner over any disapproval by the ACB to competent arbitrators selected by the parties who shall decide the matter. The approval or disapproval of the ACB as required in these covenants and restrictions shall be in writing. **If the ACB denies the request, the homeowner may appeal to the HOA Board. The appeal, if any, shall be submitted in writing to the chairman of the board.**

(Above is Proposed Revision #1)

- D. At any time after the expiration of five years from the date that these restriction have been recorded, the then record owners of sixty-seven percent (67%) of the lots within the Subdivision shall have the right, through a duly recorded written instrument, to change the composition and membership of the ACB, or to withdraw from the ACB or to restore to it any of its powers and duties.
- E. Because of the wooded and rolling nature of the property being developed, the exterior of all dwellings, other buildings, walls and fences shall be harmonious with the land. Therefore, the exterior of all such structures shall be wood, earth stones, stone or brick. Exterior building materials that are developed in the future that meet the appearance of wood may be substituted when approved by the ACB or Association. **Except for exterior doors and window frames** non-long-lasting products such as vinyl, stucco and simulated brick are specifically prohibited. Retaining walls shall be approved by the ACB and shall be constructed of materials to blend with the home color and surroundings.

(Above is Proposed Revision #2)

- F. *When a member of the ACB needs approval for anything associated with that member's home or land, said member will first obtain approval of the ACB and then additionally take said item to a member of the HOA Board for written review and approval. An ACB member cannot vote for their own proposal.*

(Above is Proposed Revision #3)

G. II. CONSTRUCTION RESTRICTIONS

- A. All homes erected on the property shall be a minimum square foot living area (commonly called "air conditioned living space"), exclusive of attached porch or porches, roofed over porches, terraces, patios, decks and garages, as follows:
1. A one story dwelling shall consist of a minimum of:
1200 square feet (Phase I)
1500 square feet (Phase II/Phase III)
 2. A two-story dwelling shall consist of a minimum of 1700 square feet.
- B. No dwelling shall exceed thirty-five feet in height.
- C. The setback requirements shall be as follows:
1. The front setback shall be a minimum of thirty-five (35) feet from the front of the property line for Phase I lots and fifty-five (55) feet for Phase II and Phase III lots.

2. The side setback shall be a minimum of ten (10) feet from each side.

- D. Each dwelling shall have an attached or detached fully-enclosed garage. No unenclosed garages or carports shall be permitted.
- E. All garage doors will be made of wood or metal. Doors made of fiberglass are specifically prohibited. Exterior building materials that are developed in the future that meet the appearance of wood may be substituted when approved by the ACB.
- F. Each completed home shall have a minimum 12-foot-wide driveway. The driveway is defined as the paved portion ~~of~~ from the adjacent roadway to the garage. *Any permitted vehicles must be parked only in the driveway or in the garage. It is prohibited to park on the grass or other areas of a lot.* Poured concrete, stamped concrete and pavers are acceptable provided the ACB has approved all materials prior to installation. Pavers ordered or installed prior to the ACB approval may be subject to removal or replacement. In compliance with the Volusia County Code, pavers are not allowed on the easement apron portion of the driveway. Only poured or stamped concrete is permitted on the County apron. The process of staining or driveway coatings must be submitted to the ACB for approval. The ACB will require samples of the finished product and also require installation by a licensed, bonded and insured contractor specifically proficient in the design and application of stains and coatings. Affinity emblems or symbols of any type, specifically schools or organizations, are not permitted. No driveway *or parking area* will be permitted to be constructed of gravel, asphalt, *mulch, landscape timbers* or other materials not approved by the ACB.

(Above is Proposed Revision #4)

- G. All exterior finishes will be in the range of colors described as “natural earth tones” – excluding *pure white tones and pure black tones*. A guide of acceptable colors will be provided by the ACB. Understanding that color codes/names may change over time, the ACB approval of color changes will be required.

(Above is Proposed Revision #5)

- H. Each owner shall, after completion of construction of a home, install a Florida-friendly sod or as otherwise approved by the ACB. Xeriscaping landscapes will be permitted with prior approval of the ACB. Xeriscaping applicants are required to submit a detailed description and layout to the ACB. Xeriscape landscaping residents must maintain their Florida-friendly landscapes so as not to detract from the surrounding neighbors’ property. As described in Section 1 paragraph A and C, the ACB shall have the right to refuse approval of any proposed plan specification based exclusively on aesthetic factors.
- I. The owner of each completed home shall install trees, plants and other landscaping improvements in accordance with the minimum requirements of Volusia County.
- J. Mailboxes built with wood exterior shall conform to the color of the residence, ~~and~~ be mounted on a decorative post *and maintained in good repair*. Architectural decorative mailboxes of black or bronze metal construction will be allowed. Residents must submit construction data and a picture of the architectural mailbox and decorative post for ACB approval prior to installation. Architectural mailboxes are designed to last for many years without showing signs of wear and tear, along with providing aesthetically good looks.

(Above is Proposed Revision #6)

- K. Clothes poles, clotheslines or other means of drying laundry will be allowed only in such a location not readily visible from roadways.
- L. No *windmills*, satellite dish or other antenna will be permitted unless approved, in advance, by the ACB. Satellite dishes or antennas shall be located such that they will not be readily visible from the roadway.

(Above is Proposed Revision #7)

III. USE RESTRICTIONS

- A. Each lot within the Subdivision shall be used only for single family residential purposes. *For purposes of this paragraph, the term “single family” means a group of persons who are related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews. A “single family” may also be two (2) single unrelated persons and other persons related to them*

*in the degrees of kinship described above. Because of concerns relating to overloading the designed capacity of septic fields, and lack of suitable motor vehicle parking area with the possibility of restricting access by emergency vehicles **the maximum number of occupants of a lot shall not exceed 3 persons per bedroom.** Owners who rent their property must provide tenants a written copy of these governing documents and require that tenants and all occupants of the leased lot are bound by and obligated to comply with the governing documents; provided, these governing documents shall apply regardless of whether such a provision is specifically set forth in the lease. Said owners shall provide the HOA written proof signed by the tenants acknowledging receipt of these governing documents. Leases shall have a minimum term of at least three months. Tenants/lessees are prohibited from sub-leasing rooms or other portions of the home to other tenants.*

(Above is Proposed Revision #8)

- B.** A central water system providing potable water serves the Subdivision for normal domestic water needs and each residence must be connected thereto. Exceptions to this requirement are those residences that had individual wells during the development of what is referred to as Phase I and Phase II. Individual wells for lawn and gardening purposes are permitted. The potable water is provided by the City of Deland Water System but may be changed as future needs are met.
- C.** No animals, *poisonous reptiles*, livestock or poultry of any kind shall be raised, bred, or kept on any lot in the Subdivision except for caged birds, hamsters, gerbils, white mice or guinea pigs, kept as pets, and domestic dogs and cats. There are not to be any more than three dogs or cats per household. In no event shall such pets be kept, bred or maintained for any commercial purposes. All pets permitted herein must be kept under control at all times. All pets permitted herein must be kept in the dwelling, in other approved structures or in ~~an~~ *a securely* enclosed back yard *or secured by an invisible pet fence.* Dogs and cats, when in other areas of the Subdivision not mentioned above, **must be on a leash and must not be allowed to run loose at any time.** *No dog or other pet shall leave waste excretions on any Common Areas, roadsides or private property of other homeowners. Owners shall be responsible for the prompt clean-up and removal of any waste excretions immediately when they occur.* All pets permitted herein shall be kept and maintained in such a manner that they do not constitute an annoyance or nuisance to the residents of the Subdivision *by reason of barking, noise, aggressiveness, sanitation or otherwise.* *The Board shall have the right to impose fines and require the permanent removal of any pet from the owner's lot within 48 hours of notice if that pet causes an unreasonable source of annoyance, aggressiveness or fear to any owner or resident within our community, or if this provision or any rules and regulations promulgated pursuant hereto are violated with respect to the pet. The board will follow these written guidelines in deciding to require removal of a pet. 1st offense – a written warning will be issued. 2nd offense – a fine and a second written warning will be issued. 3rd offense – the pet may be required to be removed from the community.*

(Above is Proposed Revision #9)

- D.** Each property owner shall maintain all parts of his lot *including the exteriors of any and all structures thereon in good repair and* in a clean and sanitary condition and shall not permit rubbish, refuse or garbage to accumulate thereon or any fire hazard to exist. *A partial list of examples of items considered NOT in good repair would be peeling paint, mold, mildew or algae covered surfaces, rotten or missing wood, loose, missing or broken parts or hardware, non functioning gutters that are sagging or in need of cleaning, and torn or missing screens (window, pool enclosure, patio etc). Turf areas are to be maintained at regular intervals to a height not to exceed 6", planted beds and landscaping must be kept in a neat and orderly manner and fallen trees, leaves, twigs and branches must not be allowed to accumulate.* Each owner shall keep all *household* garbage and refuse in closed sanitary containers which should be placed curbside for pick-up no sooner than ~~dusk~~ *5:00 p.m.* the night before the day of pick-up. *All yard trash containers and bundled cuttings shall be placed at the curb for pick-up no earlier than 24 hours prior to the scheduled day of pick-up.* Empty containers should be retrieved from roadside as soon as possible after pick-up and stored in a place not readily visible from the road. *Burning of yard waste is strictly prohibited. All residents shall act to maintain cleared and well-drained swales, if they exist on their properties. Other steps shall be taken to eliminate any standing water when and where possible.*

(Above is Proposed Revision #10)

- E.** No noxious or offensive activity of any type shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist upon any lot within the Subdivision that may

be or imminently may become an annoyance or a private or public nuisance. Nothing shall be done thereon to cause embarrassment, discomfort, or annoyance to other owners or be of a nature as may diminish or destroy the enjoyment of other owners of property within the Subdivision. No immoral, improper, offensive or unlawful use shall be made on or upon the property and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

- F. No political or cause-related signage shall be erected *or visible* on any lot or common areas within the development. Garage sale or open house signage must be placed on the county property located at the ends of Stratford Drive outside of the development. Allowable signage used in connection with the sale, rental, construction or improvement of the property shall not measure in size greater than 24" x 36". All signage must be removed within 24 hours after completion of the job, sale or rental. *Signs denoting home security/burglar alarms are permitted if they do not exceed 15"x15"*.

(Above is Proposed Revision #11)

- G. No boat, boat trailer, camper, motorized home, house trailer or other trailers, *ATVs, golf carts or other types of recreational vehicles* shall be **parked for any period of time in excess of 48 consecutive hours within a 30 day period** or stored or otherwise permitted to remain in the Subdivision except in an approved boat house or garage *that provides total concealment*. **No Any automobile, truck or other commercial vehicle which contains lettering or advertising** thereon, or of **such type as is identified with a business or commercial activity** shall *not* be parked for any period of time or stored or otherwise permitted to remain on any lot except in a garage or other approved *building structure that provides total concealment*. *Contractor vehicles performing residential services such as repairs or renovations on a temporary basis during normal business hours are permitted*. Commercial vehicles are defined as any vehicles used primarily in the commercial or construction environment; such as oversized vans, attached tool boxes, ladder racks or other attachments meant for carrying large tools or construction materials. Parking or storage of buses and trucks is prohibited, except light personal pickup vehicles of not more than one-ton are permitted provided they do not have any lettering or advertising thereon. No heavy machinery or unsightly materials are to be stored on any of the property except during construction. Driveways may not be used as a storage area for material of any type, and only minor work on automobiles is permitted such as *an oil change, washing, cleaning or waxing*. No car, truck, boat or trailer shall be stored on blocks *or jack stands*. Per Volusia County Code, all vehicles shall be licensed *with current tags, current insurance and be maintained* in running order. *Vehicle owners shall provide written evidence of current registration, current insurance and demonstrate a vehicle is in running order upon request of the ACB*.

(Above is Proposed Revision #12)

- H. No tree measuring six inches or more in diameter at a height of four feet from the ground may be removed without the written approval of the ACB. All requests for approval of tree removal shall be submitted to the ACB. *The ACB is authorized to approve trees for removal that exhibit the following characteristics – Dead, Diseased, Damaged, pose a Threat to a structure, or Occupying an area necessary to expand the home or erect a new structure such as a pool, garage or shed*. Residents who cut down trees over 6" in diameter, without the prior review and approval of the ACB, will be fined \$250.00 per tree, which if not paid within 60 days will result in a property lien. In addition, rental and vacant houses, along with vacant lots are subject to the Volusia County Code enforcement for cutting or felling trees without appropriate agreement with the County. Long Leaf rental homeowners will be held responsible for the actions of their renters.

(Above is Proposed Revision #13)

- I. No fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot within the Subdivision until the height, type and location thereof have been approved by the ACB. No fence, wall or hedge will be permitted in the area in front of any dwelling. *Wood, PVC, wrought iron, anodized aluminum, or powder coated metal fencing is permitted, chain link fencing is prohibited*. ~~No fences may be erected that are metal (specifically chain link fences are prohibited)~~. All walls and fences shall be harmonious with the external design and coloration of the dwelling *and must be maintained in good repair*. All external construction products must be approved by the ACB prior to installation.

(Above is Proposed Revision #14)

- J. No structure of a temporary nature or character, including but not limited to a trailer, house

trailer, mobile home, camper, tent, shack, tree house, barn or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent. Nothing herein contained shall prevent the construction of a permanent storage facility, either attached to or separate from the dwelling, which has been approved by the ACB in accordance with procedures set forth herein. All such separate or attached storage facilities shall be harmonious with and conform in design, style and coloration to the dwelling. No metal or vinyl utility sheds are permitted.

- K. Any swimming pool or similar facility constructed on the property must be fully enclosed by material harmonious with the colors and design of the dwelling. If screened in, bronze or brown screen and frame elements must be used.

IV. COVENANTS TO RUN WITH THE LAND

The covenants and restrictions imposed herein shall constitute covenants running with the land and shall be binding on all persons, both natural and corporate, and all parties claiming under them for a period of twenty-five years from the date these covenants are recorded, after which, the covenants are to be automatically extended for an additional ten year period unless an instrument signed by sixty percent (60%) of the then record property owners within the Subdivision is recorded containing the agreement of said owners with respect to the alteration, change, modifications or repeal, in whole or in part, of the provisions contained herein.

V. ENFORCEMENT OF THESE PROVISIONS

These restrictions and covenants may be enforced by any property owner or the Long Leaf Plantation Home Owners Association, Inc. by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant outlined herein, either to restrain the violation, to recover damages, or to pursue any other appropriate remedy. And in such event, the owner or the Long Leaf Plantation Home Owners Association, Inc. as the case may be, shall be entitled to recover, in addition to such other relief as the law allows, any legal costs or attorneys' fees incurred in connection with the aforesaid proceedings. Any judgment for damages shall bear interest at the maximum rate allowed by law and, if such judgment is not paid within sixty days, said judgment may be recorded and shall constitute a lien against the property whereupon the violation was adjudged to exist, which lien may be foreclosed in accordance with the laws of the State of Florida. Failure to enforce any covenant or restriction as allowed herein shall not be deemed a waiver of the right to do so.

Fines.

In addition to other remedies, in the sole discretion of the Board of Directors of the Association followed by a review and approval of the Association Fining Committee a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to this Declaration, provided the following procedures are followed:

A. Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board meeting at which time the owner shall present any reasons why a penalty or penalties should be rescinded.

B. Hearing: The noncompliance shall be presented to and considered by the Board, at which time the Board shall hear reasons why penalties should be rescinded. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board's meeting.

C. Penalties: The Board may impose special assessments against the Lot owned by the Owner, consisting of a fine not in excess of the maximum amount permitted by law for each and every noncompliance or violation, and a like amount for each additional day of a continuing non-compliance or violation.

D. Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

E. Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association, and as such will be a lien against the Owner's Lot.

F. Application of Penalties: All monies received from fines shall be allocated as directed by the Board.

G. Nonexclusive Remedy: Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty or fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Enforcement. Failure of the Owner to comply with any restrictions, covenants, or rules and regulation provided herein or promulgated under authority established pursuant hereto shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions and, if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights and use of Common Areas for any Owner violating the covenants and restrictions provided herein or promulgated pursuant hereto for a period of time which is the longer of sixty (60) days or the term of continued violation.

Conflict with Applicable Laws. In the event any restriction or limitation set forth in the article or elsewhere in the Declaration shall conflict with any applicable laws, such restriction or limitation shall be of no force and effect; however, in such event the validity of the remaining restrictions and limitations shall not be effected or impaired thereby.

(Above is Proposed Revision #15)

VI. INVALIDATION OF A RESTRICTION

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions contained herein which shall remain in full force and effect.

VII. FAILURE TO ENFORCE RESTRICTIONS

Failure by any property owners or the Long Leaf Plantation Home Owners Association, Inc. to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VIII. AMENDMENT

The record property title owners of sixty-seven (67%) percent of the lots in the Subdivision may amend, modify, rescind, extend, or terminate any part of or all such provisions as they deem necessary or desirable at any time after these restrictions have been recorded.

IX. ASSOCIATION

To effectively and efficiently provide for the administration of these covenants and restrictions, a corporation known as the "Long Leaf Plantation Home Owners Association, Inc." has been created. The said association shall operate and undertake and perform all acts and duties in accordance with the provisions of this declaration, its certificate of incorporation, by-laws, and the laws of the State of Florida. The owner of any lot within the subdivision shall automatically have the right to vote on matters pertaining to these covenants and restrictions as stated above. Only members in good standing of the "Long Leaf Plantation Home Owners Association, Inc." will have the right to vote on Association matters.

IN WITNESS WHEREOF the undersigned, representing over sixty-seven (67%) percent of the property title owners of the lots in the Subdivision, have caused these presents to be signed, acknowledged and delivered on the dates set forth below.

