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For Clerk's Use Only

**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 in 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 eighty (80%) 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 eighty (80%) 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 III" 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 have 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 eighty (80%) 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 herein as the ACB) as to the quality of workmanship and materials, harmony or external design with existing structure, the location with respect to topography, vegetation and finished grade and elevation and any other relevant considerations which are based on acceptable standards of planning, zoning and construction, including considerations 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 and specifications 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.
- D. At any time after the expiration of five years from the date that these restrictions 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 dwelling, other buildings, walls and fences shall be harmonious with the nature of the land. Therefore, the exterior of all such structures shall be wood, earthstones, 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. 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 and surroundings.

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 concrete driveway from the paved portion of the adjacent roadway to the garage and no driveway will be permitted to be constructed of gravel, asphalt, or other materials. Driveways shall be natural cement, and painting or covering of driveways with any material is not permitted.
- G. All exterior finishes will be in the range of colors described as "natural earth tones." A list of acceptable color types shall be provided by the ACB. Understanding that color codes/names may change over time, the ACB will use the approved selections as a guide in approving requested colors.
- H. Each owner shall, after completion of construction of a home, install a minimum of 12,000 square feet of Floratam sod or as otherwise approved by the ACB.

- I. The owner of each completed home shall expend no less than the amount of \$500.00 for trees, plants and other landscaping improvements in addition to the expense of sod required by the foregoing paragraph.
- J. All mail boxes shall be built with a wood exterior to conform with the color of the residence building and mounted on a decorative post painted in a conforming color.
- K. Clothes poles, clotheslines or other means of drying laundry will be allowed only in such a location as not to be readily visible from roadways.
- L. No 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 by any adjacent landowner.

III. USE RESTRICTIONS

- A. Each lot within the Subdivision shall be used only for single family residential purposes.
- 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, 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 two 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 enclosed back yard. Dogs and cats, when in other areas of the Subdivision not mentioned above, must be on a leash. 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.
- D. Each property owner shall maintain all parts of his lot in a clean and sanitary condition and shall not permit rubbish, refuse or garbage to accumulate thereon nor any fire hazard to exist. Each owner shall keep all garbage and refuse in closed sanitary containers.
- 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 signs or billboards shall be erected on any lot except a sign of not more than 24" x 36" when used in connection with a sale, renting, construction or improvement of the property.
- G. No boat, boat trailer, camper, motorized home, house trailer or other trailers shall be parked for any period of time in excess of 48 consecutive hours or stored or otherwise permitted to remain in the Subdivision except in an approved boat house or garage. No 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 be parked for any period of time or stored or otherwise permitted to remain on any lot except in a garage or other approved structure. Parking or storage of buses and trucks is prohibited, except light personal pickup vehicles of not more than $\frac{3}{4}$ ton are permitted provided they do not have 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 oil change. No car, truck, boat or trailer shall be stored on blocks. All vehicles shall be licensed vehicles.
- 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.
- I. No wall, 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. 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.
- 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 of the dwelling. No metal utility sheds will be 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 coloration 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, modification 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 thirty 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.

VI. INVALIDATION OF A RESTRICTION

Invalidation of any one of these covenants by judgment or court order shall in no 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 owner 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 percent (67%) 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 eighty (80%) percent of the owners within each phase of the Subdivision, have caused these presents to be signed, acknowledged and delivered on the dates set forth below.

Lot 9 Block R, Long Leaf Plantation, a Subdivision
Address: 402 Primewood Dr.

Signed and sealed in the presence of:

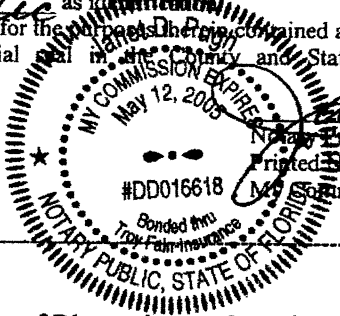
Janet D. Pugh
Witness Name Janet D. Pugh
Witness Name JANET D. PUGH
Witness Name _____
Witness Name _____

Debra G. Howard
DEBRA G. HOWARD
Gregory A. Howard
GREGORY A. HOWARD

STATE OF Florida
COUNTY OF Volusia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Gregory A. & Debra G. Howard, known to me to be the person(s) described herein who produced As per as identification

and who executed the foregoing instrument for the purposes therein contained and that an oath was taken. WITNESS my hand and official seal in the County and State last aforesaid this 20th day of Nov A.D., 2002



Lot _____ Block _____, Long Leaf Plantation, a Subdivision
Address: 402 Primewood Dr.

Signed and sealed in the presence of:

Witness Name _____
Witness Name _____
Witness Name _____
Witness Name _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, known to me to be the person(s) described herein who produced _____ as identification

and who executed the foregoing instrument for the purposes therein contained and that an oath was taken. WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A.D., 200

Notary Public - State of _____
Printed Name: _____
My Commission Expires: _____