

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR HEARTWOOD HILLS SUBDIVISION

OR 1346P0899

State of Florida:
County of Leon:

Know all men by these presents, that Ruth D. Bradshaw and Charles J. Bradshaw, as trustees of the Charles H. Bradshaw Revocable Living Trust, dated July 15, 1971 as amended and restated February 26, 1982; James K. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr., John Hull Dobbs, and Stephen C. O'Connell, d/b/a Turkey Roost Joint Venture, being the owners and developers of those lands known as Heartwood Hills, in Leon County, Florida and more particularly described as:

Blocks A, B, C and D, Heartwood Hills, according to the plat recorded in Plat Book 16, Page 8, in the public records of Leon County, Florida.

do hereby declare that said lands are and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

ARTICLE I
ADDITIONAL LANDS TO BE INCLUDED

The owners and developers also own the approximately 110 acres lying west of Blocks A-D, Heartwood Hills, which lands are, and will continue to be used for agricultural purposes until developed for residential purposes in a manner similar to, but not necessarily identical to the lands in Blocks A-D.

When developed, these additional lands will be subjected to covenants and restrictions similar to, but not necessarily identical to those set forth in this document, but which will limit the lands to residential use. Owners of lots in the additional lands shall be members of the same homeowners association established herein.

ARTICLE II
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall bind and run with the land for a period of twenty (20) years from the recording hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part.

OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEON COUNTY, FLORIDA

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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 failure by the Association of owners 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. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE III 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 judgement, determines such violation to be a minor or insubstantial violation.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. General. No building, fence, wall or other structure shall be commenced, erected or maintained upon any lot or any exterior addition to or alteration be made to any structure until the plans and specifications showing the proposed structure, the materials to be used, and location thereof shall have been submitted to and approved by an architectural committee hereinafter established.

The architectural committee shall have the absolute right to refuse or to approve any such building plans and specifications, but shall only exercise such right of refusal in the event the proposed structure would not be consistent with other structures in the subdivision, would be likely to depreciate the value of other homes or lots, is offensive to the sight, or would constitute a nuisance.

Section 2. Architectural Control Committee.

a. Membership

Until June 1, 1990 the Architectural Committee shall be composed of Charles E. "Eddie" Gray, Jr. or some other person designated by Joseph Serpico Realty, Inc., Stephen C. O'Connell, or some other person designated by him, and a person designated by the Heartwood Hills Homeowners Association. Thereafter, the Committee shall be the Board of Directors of the Heartwood Hills Homeowners Association or five members of the Association appointed by the Board of Directors.

b. Procedure

The Committee approval or disapproval shall be in writing and shall be rendered within fourteen (14) days after receipt of the plans and specifications submitted for approval. If the Committee fails to act within said time, approval shall be assumed and the related covenants shall be deemed to have been complied with.

ARTICLE V
LAND USE AND BUILDING TYPE

Section 1. General. No lot shall be used except for residential purposes.

Only one single family dwelling and one non-residential detached structure may be placed and maintained on any lot, provided that lots of three (3) or more acres may, upon approval by Leon County authorities, be divided into two parcels of not less than one and one-half (1½) acres each and under these restrictions be treated as separate lots.

When construction of any building is commenced, work thereon shall be prosecuted diligently and continuously to full completion thereof within eight (8) months after the start of work unless such completion is rendered impossible as a result of strikes, fires, governmental action or national emergency.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, garage, barn or other outbuilding shall be used as a residence on any lot.

Section 3. Dwelling Size. The ground floor heated space area, exclusive of porches, garages, and patios, of a one-story residence shall be at least 1200 square feet. If the structure is two-story, the ground floor must contain at least 800 square feet and the second story at least 400 square feet of heated space. Each dwelling shall have attached to it an enclosed garage of sufficient size to house at least one automobile.

Section 4. Set Back Lines. No building shall be located within 75 feet of the front lot line, 50 feet of any side lot line, or 50 feet of any rear lot line, providing that if, because of the configuration of any lot, the above set back lines impose a hardship, the Architectural Control Committee may modify them to relieve said hardship.

Section 5. Television Antenna. No cable antenna or "dish" shall be placed or maintained in the front of any residence nor placed or maintained within 25 feet of any rear or side lot line.

Section 6. Window Air Conditioning Units and Compressors. Window air conditioning/heating units and all air conditioning compressors and related equipment shall be located only in the rear of the residence so as not to be visible from the street in front thereof.

Section 7. Parking of Boats, trailers, Campers and Other Vehicles. Boats, trailers, campers or other vehicles including temporarily inoperable automobiles, shall be parked or stored within the garage or placed behind the residence. No lot may be used for storage of permanently inoperable or derelict automobiles or other vehicles.

Section 8. No Nuisance Permitted. No nuisance, unlawful, noxious or offensive activity shall be conducted or permitted on any lot.

Section 9. Manufactured Homes and Mobile Homes. Manufactured or mobile homes are not permitted.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Culverts for Entrance Way. In order to prevent damage to the road and drainage, each lot owner shall, prior to commencing construction on a lot, install a driveway with a culvert of a size required by Leon County over the ditch or swale separating the lot from the adjoining county road.

Section 2. Easements for Utilities and Drainage. Easements for installation and/or maintenance of utilities, stormwater retention and drainage facilities are reserved as shown on the recorded plat of the subdivision. No structure, planting or other material which may damage or interfere with the maintenance of utilities or interfere with the drainage system may be placed within these easements, except that fences may be placed across the easement of American Telephone & Telegraph Company after notice to that company.

Section 3. Mail Boxes and Newspaper Receptacles. Mail boxes and newspaper receptacles of design approved by the Architectural Control Committee may be placed on the road right-of-way in front of each lot until such time as the U.S. Postal Service or newspapers indicate a willingness to make delivery to wall receptacles attached to the residence at which time each lot owner shall, at request of the Architectural Control Committee, replace the boxes or receptacles with wall attached receptacles.

Section 4. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be maintained in accordance with reasonable rules adopted by the Architectural Control Committee.

Section 5. Signs. No sign of any kind shall be displayed to public view on any lot, except one sign containing not more than ten (10) square feet advertising the property for sale or rent, or a sign erected by Developer, or its agent, announcing sale of the lot.

Section 6. Livestock and Poultry. No animals, livestock or poultry shall be raised, bred or kept on any lot smaller than three acres, except that dogs, cats, and other household pets may be kept provided they are not kept and bred for commercial purposes.

Horses or ponies may be kept on lots or single ownership of adjoining lots containing three acres or more, providing said animals and the property where kept shall be maintained in such manner as not to constitute a health hazard or public nuisance.



ARTICLE VII
HEARTWOOD HILLS HOMEOWNERS ASSOCIATION

DP 13460904

Section 1. There is hereby created the Heartwood Hills Homeowners Association which shall have as its purpose the enforcement of the foregoing covenants and restrictions, the fostering of a sense of community among the homeowners in this subdivision, and such other matters as determined by the members.

Section 2. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person unless said person resides on the property so held.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 2 with the exception of the developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 2. When more than one person holds such interest or interests in any lot, all such persons shall be members, or the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be the developers. The Class B member shall be entitled to two votes for each lot in which it holds the interest required for membership by Section 2, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall become Class A membership and entitled to vote as such.

Section 4. Officers and Board of Directors.

a. There shall be a Board of Directors of not less than five (5) nor more than fifteen (15) members of the Association. The directors shall be elected by the members of the Association, as provided by the by-laws of the Association, providing however that the first Board of Directors shall be composed of the first four purchasers of lots in the subdivision willing to serve and a representative of the developer. The first Board of Directors shall elect the first officers of the Association and shall adopt by-laws governing the Association. Thereafter, the directors shall be elected from the members in such number and at such times as provided in the by-laws.

b. The officers who shall be directors shall be president, vice-president, secretary and treasurer. They shall be elected by the Board of Directors in the manner, for such terms, and assigned such duties as set forth in the by-laws of the Association.

c. Meetings of the Board of Directors and the membership of the Association shall be held at such times and upon such notice as provided by the by-laws, provided however that the first meeting of the directors shall be called by the developer or its representative by letter to the other four members. Officers and directors shall serve without compensation.

d. Three-fifths (3/5) of the directors shall constitute a quorum at any meeting of the Board of Directors. The presence in person or proxy of fifty (50) percent of the votes entitled to be cast by the membership shall constitute a quorum at any meeting of the membership. If the required quorum is not present any meeting, another meeting may be called for a date not sooner than 30 days nor more than 60 days from the failed meeting and the required quorum at such subsequent meeting shall only be one-half (1/2) of the required quorum for the preceeding meeting.

Section 5. Dues and Assessments. Annual membership dues for the sole purpose of sending required notices and meeting other essential administrative expenses shall be established by the Board of Directors, but assessments may be established and imposed on the members only by positive vote of sixty (60) percent of the members at a duly called meeting. The lien of any assessment is subordinate to the lien of any first mortgage. Mortgagees are not required to collect or pay assessments.

Section 6. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

In witness whereof, the undersigned being the owners and subdividers of the lands described herein has hereunto set their hands and seals hereto this 28 day of October, 1988.

Signed, sealed and delivered in our presence as witnesses:

Amy Kinsey
Kathy Wilson

Ruth D. Bradshaw and Charles J. Bradshaw, as Trustees of the Charles H. Bradshaw, Revocable Living Trust, dated July 15, 1971 as amended and restated February 26, 1982, James H. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr., and John Hull Dobbs.

By Stephen C. O'Connell
Stephen C. O'Connell, their attorney-in-fact
Stephen C. O'Connell
Stephen C. O'Connell, Individually

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was executed before me, the undersigned officer, by Stephen C. O'Connell, acting as attorney-in-fact and individually this 28 day of October, 1988.

Amy Kinsey
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Dec. 27, 1991
Bonded thru TROY PAID - Insurance 100%