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FILE # 990046311  
RCD: Nov 16 1999 @ 02:06PM

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SANTA ROSA COUNTY

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS  
OF  
PLANTATION HILL, UNIT 5**

Prepared by:  
William V. Linne  
127 Palafox Place  
Post Office Box 12347  
Pensacola, Florida 32581

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This instrument prepared by:  
WILLIAM V. LINNE  
127 Palafox Place  
Post Office Box 12347  
Pensacola, Florida 32581

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF  
PLANTATION HILL, UNIT 5**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

THIS DECLARATION, made on the date hereinafter set forth by William R. Jenkins, hereinafter referred to as "Grantor."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Santa Rosa County, Florida, more particularly described as:

PLANTATION HILL, UNIT 5, a subdivision of a portion of Government Lot 4, Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida, according to the Plat thereof recorded in Plat Book G at Page 77 of the public records of Santa Rosa County, Florida.

NOW, THEREFORE, Grantor hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I--DEFINITIONS**

Section 1. "Association" shall mean and refer to Plantation Hill Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association at the time of the conveyance of the first Lot by the Grantor shall include that portion of Plantation Hill, Unit 3, as recorded in Plat Book F at page 53 of the Official Records of Santa Rosa County, Florida, designated as "Common Area" and more particularly described as "Plantation Hill Park" (1.61 acres) and "Retention/Detention Area", conveyed to the Association by that certain deed recorded in Official Record Book at page 60.

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The Grantor intends to convey to the Association the "Private Retention Detention Area" located between Lots 21 and 24, Block B, of the Subdivision, which shall be held by the Association as "Common Area". There shall be no other Common Area owned by the Association at the time of the conveyance of the first Lot by the Grantor. The Association has assumed the obligation of the Grantor to maintain the entrance constructed by the Grantor on Lot 1 in Royal Oaks Subdivision, according to the plat thereof recorded in Plat Book C, page 93 of the public records of Santa Rosa County, Florida, adjacent to Plantation Hill, Unit 2, deeded to the City of Gulf Breeze by the Grantor pursuant to the terms of Grantor's Settlement Agreement with the City of Gulf Breeze dated December 21, 1988. As additional Subdivision Units are added to the Development, the Association shall assume the obligation to maintain future entrances, whether located within the Development or not. Even though the Association may not be the record title holder of the above-described entrances, for purposes of this Declaration, the obligation of the Association to maintain Common Area shall include the obligation to pay any and all costs or expenses associated with the maintenance of said entrances.

It is anticipated that the Grantor may enter into one or more agreements with adjacent property owners for the acquisition of easements associated with the Development. Any costs associated with the acquisition of such easements shall be assumed by the Association. Even though the Association may not be the record title holder to the real property burdened by such easements, for purposes of this Declaration, the obligation of the Association to maintain Common Area shall include but not be limited to the obligation to pay any and all costs or expenses associated with the ownership and maintenance of such easements.

Section 3. "Development." The Grantor owns acreage in Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida and contemplates developing a substantial portion thereof (but not necessarily all) as sequentially numbered residential subdivisions (Plantation Hill, Unit 2; Plantation Hill, Unit 3; Plantation Hill, Unit 4 and Plantation Hill, Unit 5) with substantially the same covenants, restrictions, and conditions applicable to each. "Development" shall initially mean and refer to Plantation Hill, Unit 2; Plantation Hill, Unit 3; Plantation Hill Unit 4; and Plantation Hill Unit 5. Thereafter, and provided that: (1) the Declaration of Covenants, Restrictions and Conditions requires each Lot Owner of that sequentially numbered subdivision to be a member of the Plantation Hill Homeowners Association, Inc. and (2) a plat and Declaration of Covenants, Restrictions and Conditions for that sequentially numbered subdivision is recorded in the public records of Santa Rosa County, Florida, said sequentially numbered subdivisions shall thereupon be included within the meaning of the word "Development." Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way apply, infer or be interpreted that any property owned by the Grantor other than the Subdivision which is the subject matter hereof, is burdened by the terms and conditions of these restrictive covenants, whether by negative implication or otherwise.

Section 4. "Lot" shall mean and refer to each of the platted lots shown on the plat of the Subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in said Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Plat" shall mean and refer to the plat of Plantation Hill, Unit 5, which is recorded in Plat Book G at Page 77 of the public records of Santa Rosa County, Florida.

Section 7. "Property" shall mean and refer to that certain real property platted as the Subdivision known as Plantation Hill, Unit 2, Unit 3, Unit 4 and Unit 5.

Section 8. "Subdivision" shall mean and refer to Plantation Hill, Unit 5, a subdivision of a portion of Government Lot 4, Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida, according to the plat thereof recorded in Plat Book G at Page 77 of the public records of Santa Rosa County, Florida.

## ARTICLE II--MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership Required. The Association shall consist of all Owners of Lots in the Development. Every Owner of a Lot in this Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

**CLASS A.** Class A members shall be the Owners (initially with the exception of the Grantor) of all Lots in the Development, as it is constituted from time to time, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

**CLASS B.** The only Class B member(s) shall be: (a) the Grantor, (b) the Grantor's legal representatives, administrators or heirs, or (c) any successor(s) in interest to Grantor who has been named by the Grantor, his legal representatives, administrators or heirs, as a "designated successor" in a written instrument(s) recorded in the public records of Santa Rosa County, Florida. Any such Class B member(s) shall be entitled to five (5) votes for each Lot owned in the Development as it is constituted from time to time. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the Development is thereafter increased (by an additional subdivision being recorded, in accordance with Article I, Section 3 hereof) with the result that the total votes outstanding in Class A membership would not exceed the total votes outstanding in Class B membership if there were then a Class B membership, the Class B

membership shall thereupon be reinstated until the then total votes outstanding in the Class A membership again exceed the then total votes outstanding in the Class B membership.

### ARTICLE III--ARCHITECTURAL CONTROL

Section 1. Prior Design Approval. No residential structure, fence, wall, mailbox, driveway, pool, landscaping, antenna, storage or maintenance shed or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications and plot plan showing the location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements of this Declaration and with existing structures, and location with respect to topography and finished grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board or Architectural Review Representative fails to approve or disapprove any complete set of plans and specifications within thirty (30) days after they have been submitted in writing, or in any event, if no action to enjoin the construction has been commenced prior to its completion, such approval will not be required and this Article shall be deemed to have been complied with fully.

Section 2. Architectural Control Board Membership. The Architectural Control Board shall consist of two (2) members, who shall initially be the Grantor and William V. Linne. Should either the Grantor or Mr. Linne, resign, become unable to serve for any reason whatsoever, or die, Vicki S. Jenkins shall serve as the successor member and, if both the Grantor and Mr. Linne should resign, become unable to serve for any reason whatsoever, or die, then the successor member shall be appointed by Mrs. Jenkins, and if she should then be unwilling or unable to make such appointment, the successor member shall be appointed by the then members of the Architectural Control Board, if any, and if none, then by the Board of Directors of the Homeowners Association. The Architectural Control Board shall have the right to charge a fee for review of plans and specifications submitted in accordance with this Article which shall not be less than \$150.

Section 3. Assignment to the Association. The Grantor, his legal representatives, administrators, heirs or any specifically designated successor(s), shall have the power through a duly recorded written instrument to assign the duties and obligations of the Architectural Control Board and the Architectural Review Representative under this Article to the Association, which shall thereafter determine the members of the Architectural Control Board and may withdraw from, or restore to, the Architectural Control Board any powers or duties.

### ARTICLE IV--RESTRICTIONS AND COVENANTS

Section 1. Land Use. No Lot in the Subdivision shall be used except for residential purposes as a single family dwelling. A single family dwelling may contain an attached servants' quarters.

**Section 2. Minimum Square Footage and Size.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height. Exclusive of porches, garages and carports, no residential structure shall be erected or placed on any Lot with a habitable area of the main structure of less than 2,500 square feet.

**Section 3. Building Setback, Location and Elevation.** No residential structure shall be erected, altered, placed or permitted to remain on any Lot which does not conform to the setback lines indicated on the Plat. In addition, no residential structure shall be erected or placed on any Lot nearer than 30 feet to the front Lot line (as determined by the direction the structure is facing), nor nearer than 8 feet to a side Lot line, nor nearer than 30 feet to the rear Lot line. Distance shall be measured between any property line and the nearest permanent portion of the structure. In the event the setbacks herein provided for are less than that indicated on the Plat, the setbacks reflected on the Plat shall govern.

No residential structure shall be erected, altered, placed or permitted to remain on any Lot which does not have a minimum Finished Floor Elevation (FFE) of at least 13.00 feet above sea level (National Geodetic Vertical Datum (1929)).

**Section 4. Exterior Structure Materials.** All materials used on the exterior of any structure shall be approved in writing by the Architectural Control Board or the Architectural Review Representative.

**Section 5. Garages and Carports.** Each residential structure shall include a garage adequate to house not less than two (2) nor more than three (3) full sized American-made automobiles. The entrance of any garage shall not face any street. The Architectural Control Board, in its sole and absolute discretion, may permit a garage on a corner Lot to face a street, provided the garage is sited in a manner acceptable to the Architectural Control Board. All garage doors shall be maintained in useable condition. A carport may be permitted at the discretion of the Architectural Control Board or the Architectural Review Representative in lieu of a garage. Any carport shall be sized and oriented as required above for garages, shall be shielded in such a manner as to not be substantially visible from the street in front of the residence and shall be constructed in the same architectural style and using the same exterior materials as the residence so as to present a unified and attractively finished structure.

**Section 6. Driveway Construction.** All driveways shall be constructed of concrete or concrete curbed asphalt and have a minimum width of ten (10) feet. No driveway shall be permitted nearer than two and one-half (2 1/2) feet from any side or rear lot line. When any sections of the curb are required to be removed for driveway entrance to the street, the curb sections shall be sawed before being removed and shall be repaired in a neat and workmanlike manner. All driveways shall be constructed in a manner that will not alter the requirements of the storm drainage system constructed for the Development.

**Section 7. Off Street Parking of Vehicles.** Only operating passenger automobiles, operating pickup trucks and operating passenger or recreational vans may be parked overnight in the driveway



of any Lot. Operating passenger vehicles driven or towed by house guests of any Lot Owner shall be excepted from the foregoing for the reasonable duration of the visit. Each Lot Owner shall provide adequate space for parking at least three (3) automobiles off the street and within the boundaries of the Lot. "Adequate space" shall be defined as a portion of the driveway having minimum dimensions of ten (10) feet in width and twenty (20) feet in depth.

Section 8. Recreational Vehicle Storage. All other vehicles, recreational vehicles, including trailers, boats, boat trailers, campers, mobile homes or motor homes, as well as trucks other than pickup trucks, tractors, utility trailers, inoperable vehicles and any commercial vehicle shall only be parked overnight and/or stored either in the garage (or carport) or behind the rear building line, concealed from view from any street abutting the Lot and from view from any adjacent Lot by a privacy fence or hedge of at least six (6) feet in height.

Section 9. Lawn and Landscaping Installation. The front and side yards of each Lot shall be sodded and the rear yard shall be either sodded, seeded and/or sprigged so as to produce a complete and appropriate lawn as soon as practicable after completion of construction. Lawn sodding on the front yard and side yards shall extend the width of the Lot from the curb to the residence and down each side of the residence to the rear building line. The front and side yards shall be appropriately landscaped with trees and/or shrubs. The incorporation of existing trees and shrubs into the overall landscape plan is encouraged.

Section 10. Landscaping Maintenance. All landscaping must be maintained at all times. In the event that an Owner shall fail, after being given thirty (30) days prior written notice from the Association or the Architectural Control Board to maintain said landscaping in a manner satisfactory to the Association, the Association shall have the right, through its agents, employees or contractors, to enter upon any part of said Lot and to trim or prune, at the expense of the Owner, any tree, bush, hedge, lawn or other planting which, in the opinion of the Association, by reason of its location or height to which it is allowed to grow, is unreasonably detrimental to adjoining property or obscures the view of street traffic or is unattractive in appearance or is unsafe. The cost of such maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty (30) days after written demand therefor), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

Section 11. Greenbelt Buffering Zones.

(a) Fifteen Foot Greenbelt Buffering Zone Easements. According to the Plat for Plantation Hill Unit 5, a fifteen foot wide greenbelt buffering zone easement exists along the southerly portion of Lots 32 and 33, Block B. The Owner of each of the said Lots shall maintain the portion of said greenbelt buffering zone lying within his Lot in accordance with the terms and conditions of Gulf Breeze City Code, §24-136.

(b) Five Foot Landscape Buffer Zone Easements. According to the Plat for Plantation Hill Unit 5, a five foot wide landscape buffer zone easement exists along the southerly portion of Lot 21, Block B, and the northerly portion of Lot 24, Block B. The Owner of each of the

said Lots shall establish and maintain the greenbelt buffering zone lying within his Lot so as to be substantially opaque from the ground up to at least 4 feet within three years following the issuance of a certificate of occupancy for the residence constructed on the lot. Notwithstanding the above, the Architectural Control Board or the Architectural Review Representative, in its sole discretion, may permit use of privacy fencing in fulfilling all or a portion of the requirements of this subparagraph.

(c) Baptist Hospital, Inc. 50 Foot Greenbelt/Landscaped Buffering Zone Easement. On May 23, 1985, Baptist Hospital, Inc. granted an Easement to William Reese Jenkins recorded in Official Records Book 752 at page 514 of the public records of Santa Rosa County, Florida which required Baptist Hospital, Inc. and its successors and assigns to establish and maintain within a fifty (50) foot wide easement along the western boundary of the Baptist Hospital, Inc. property, a green belt/landscaped buffering zone planted in evergreen trees and/or other non-deciduous plant material which would provide a total visual barrier from the ground up at least twelve (12) feet blocking the view from Jenkins' property (which presently includes the Development) across said fifty (50) foot wide easement to the Baptist Hospital property (Gulf Breeze Hospital); growth existing on the date of said easement was to be augmented by additional planting to achieve said total visual barrier at least six (6) feet high on or before July 1, 1985 and twelve (12) feet high on or before May 1, 1988. Any Owner of a Lot in the Development and/or the Association has the right to enforce the terms and conditions of said Easement against the successors and/or assigns of Baptist Hospital, Inc.

Section 12. Fencing, Hedges and Walls. The composition, location and height of any fence or wall to be constructed or any hedge to be planted on any Lot shall be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction. No chain link, wire, or metal fences shall be permitted. Except as approved in writing by the Architectural Control Board or the Architectural Review Representative within the Landscape Buffer Zones on Lots 21 and 24, Block B, no fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure, nor, if a corner Lot, nearer to the side street than the side of the residential structure. This restriction shall not apply to any hedge which shall be maintained in a manner such that it does not exceed three feet in height. Any fence or wall facing any street shall be constructed or improved such that the "finished" side shall face toward the street.

Notwithstanding the foregoing, it is understood that city and state laws may require the construction of a chain link security fence surrounding the private retention detention area as shown on the subdivision plat. Any such city or state requirement shall override the terms and conditions of these restrictive covenants.

Section 13. Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be set in brick, stone or like material or framed in wood and similar in design and style to the residence on said Lot and shall be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction.

Section 14. Signs. No more than two (2) signs, each no more than one (1) square foot in size, giving the name of the resident and/or street number of the said Lot shall be permitted on each Lot. No other sign of any kind shall be displayed to the public view on any Lot except one (1) sign (two (2) signs if the Lot is a corner Lot) of not more than five (5) square feet advertising the property for sale or rent. Larger signs of reasonable size may be used by Grantor or any builder to advertise the Property or any Lot during the construction and sales period.

Section 15. Trash and Garbage Containers. All trash, garbage and other waste shall be kept in sanitary containers and, except during collection, if required to be placed at the curb, all containers shall be kept within an enclosure constructed with each residence. Said enclosure shall be located at the side or rear of each residence and shall totally screen said containers from sight from the front street, any side street and any adjacent Lot. If during the initial construction of the residence, the Architectural Control Board or the Architectural Review Representative approve any Owner's request that trash, garbage and other waste containers be kept inside the residence rather than in an exterior enclosure, all subsequent occupants or Owners of the residence shall be obligated to and shall continue such indoor storage. Should any subsequent occupant or Owner desire to relocate said trash, garbage or other waste containers to an outside enclosure, the plans for the location and construction of said enclosure must be approved in writing by the Architectural Control Board or the Architectural Review Representative prior to its construction.

Section 16. Game and Play Structures. All swingsets, treehouses, platforms and any other fixed game or play structures of a like kind or nature, shall be located in the back yard no closer to a street than the rear or side building line of the dwelling. If prior written approval is obtained from the Architectural Control Board or Architectural Review Representative, basketball backboards may be permitted to be attached to the dwelling above the garage door.

Section 17. Antennas and Satellite Dishes. No outdoor radio or television antenna or other item detrimental to the appearance of the Subdivision shall be permitted on any Lot. No satellite dish, saucer or other similar microwave recovery type antenna shall be permitted on any Lot unless and until its design, size, construction and location are approved in writing by the Architectural Control Board or the Architectural Review Representative. The Architectural Control Board or the Architectural Review Representative shall have absolute discretion in determining whether or not to approve any such device and in determining how much, if any, of the device shall be permitted to be visible from any street or from any other Lot in the Subdivision.

Section 18. Solar Devices. The design, size, construction and location of any device, apparatus or panel intended to collect, store, use or convert solar energy to be constructed or installed on any Lot shall be approved by the Architectural Control Board or the Architectural Review Representative prior to its construction or installation. The Architectural Control Board or the Architectural Review Representative shall have absolute discretion in determining whether or not to approve any such device and in determining how much, if any, of the device shall be permitted to be visible from any street or from any other Lot in the Subdivision.

Section 19. Temporary Structures. No structure of a temporary character, including trailer, basement, tent, shack, shed, garage, barn, or other outbuilding shall be used on any Lot at any time

as a residence, either temporarily or permanently. However, this Section shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the residence and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

**Section 20. Pets and Animals.** No animals, livestock, poultry or insects of any kind, domestic or otherwise, shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised and kept provided that they are licensed, if applicable; that they are not kept, bred or maintained for any commercial purpose; and further provided that they are not kept in such numbers as to be an annoyance or nuisance to other Owners in the Subdivision.

**Section 21. Clotheslines.** No outside clothesline visible from any street shall be permitted on any Lot.

**Section 22. Multiple Lots.** No Lot may be divided or its boundary line(s) changed, except with the written permission of the Association. Should one Lot and all or a portion of an adjacent Lot within the Subdivision be utilized by an Owner of the said property for residential purposes as a single family dwelling site, these Restrictions shall apply as though the entire building site were one Lot.

**Section 23. No Offensive Activities.** No illegal, noxious or offensive activity shall be permitted or carried on upon any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Owners in the Subdivision. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said Lot nor upon any land contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot or said contiguous land or street right-of-ways.

**Section 24. Underground Utility Connections.** All residential service connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connection points to and/or between any structure(s) erected on any Lot in such a manner as to be acceptable to the governing utility authority.

**Section 25. Utilities Easements.** Easements for installation and maintenance of utilities and drainage are reserved where necessary for such installation and maintenance. The Owner of any Lot subject to said easement shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said easement.

**Section 26. Water Pollution.** No Lot shall be used in any manner which results, directly or indirectly, in the draining or dumping into any storm drainage system of any refuse, sewage or other material which might pollute water supplies. No Lot shall be improved, altered, used or maintained in a manner that will alter the requirements of the storm drainage system constructed for the Development.

Section 27. Mineral Exploration. No exploration or drilling for oil, gas or other minerals, and no production facilities or oil refining, quarrying or mining operations of any kind shall be permitted or allowed on any Lot in the Subdivision.

Section 28. Construction Completion Time Limit. Any construction commenced upon a Lot, including landscaping, shall be pursued diligently and such construction shall be completed within nine months from the date of first ground breaking.

Section 29. Windmills. No windmill or other device or apparatus intended to collect, store, use or convert wind energy into electrical, mechanical or other energy shall be permitted on any Lot.

Section 30. Damage to Subdivision Improvements. Each Lot Owner shall be responsible for the timely repair of any damage to Subdivision improvements caused by the Lot Owner, his agents or invitees; any damages to Subdivision improvements, including curbs, roadways, or utilities, shall be promptly repaired at the sole cost of the Lot Owner.

Section 31. Professional or Business Activity. No profession, home industry, trade, business or public amusement shall be conducted in or on any part of a Lot or in any improvement thereon. The Architectural Control Board, in its discretion, upon consideration of the particular circumstances in each case, and particularly considering the effect of such approval on surrounding Lots, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a specific profession or home industry within such parameters or limitations as the Architectural Control Board may determine and specify in such approval. With respect to such approval, in the event that (1) the parameters or limitations specified are not continually complied with by the Owner in good faith, or (2) the ownership of the Lot changes, or (3) the permitted specific profession or home industry changes, or (4) at any time, in the opinion of the Architectural Control Board, the continuation of said approved specific profession or home industry should constitute a nuisance or a source of embarrassment, discomfort or annoyance to the Owners in the Subdivision, said approval shall cease and terminate. This Section shall not be construed to authorize or permit any profession or home industry in violation of the zoning laws of the City of Gulf Breeze, Florida.

Section 32. Resale of Sewer and/or Water Taps. With respect to any sewer and/or water tap(s) which any Owner acquires from the Grantor, no such Owner shall transfer, assign, sell or otherwise convey any such sewer and/or water tap(s) at a profit or at a price, or in exchange for consideration which exceeds the sum of \$1,900 for each such water tap and \$4,000 for each such sewer tap.

Section 33. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for the Association or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants, restrictions or conditions, and/or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants, restrictions or conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be in addition to all other remedies now or hereafter provided by law. The failure of the Association or

any Owner to enforce any covenant, restriction or condition, or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners violating these covenants, restrictions or conditions shall be obligated to pay, in addition to all costs and disbursements incurred by the Association and/or Owner(s) as a result of said violation(s), a reasonable attorneys' fee.

## ARTICLE V--ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable legal fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall be a personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, operation, care, insurance and maintenance of any Common Area, any property owned by the Association or any public property adjacent to or in the same general locality as the Development. The Association shall have the obligation to maintain any Common Areas and shall pay all ad valorem property taxes (if any) assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Area.

Section 3. Annual Assessments. Until January 1, 1994, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

(a) From and after January 1, 1994, the maximum annual assessment may be increased each year not more than Ten Dollars (\$10.00) per year above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1996, the maximum annual assessment may be increased above the potential maximum assessment for the current year by a vote of two-thirds (2/3) of the Class A membership voting in person or by proxy.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes (if any) upon any Common Area, and no limitation above shall ever

prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstructions, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Class A membership who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to the Owner of every Lot.

Section 5. Notice and Quorum for Assessment Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent postage prepaid to all Lot Owners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence by/of members or proxies entitled to cast half of all the possible votes shall constitute a quorum. If the required quorum is not present, the required quorum at the next subsequent meeting shall be one half of the required quorum at the preceding meeting. Any such subsequent meeting shall be held no more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots in the Development.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner. The annual assessment provided for herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, Florida, and shall commence thereafter as determined by the Board of Directors of the Association. There shall be no proration of the first year's annual assessment. The Association shall, upon written request and payment of a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for any such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section 8. Effect of Nonpayment of Assessments and Remedies. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate until paid. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner may waive or

otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or by abandonment of his Lot.

Section 9. Subordination of Assessment Lien. Any lien for the payment of annual or special assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Maintenance. In the event a Lot Owner shall fail, after thirty (30) days written notice from the Association, the Architectural Control Board or the Architectural Review Representative, to maintain either said Lot or the improvements situated thereon in a neat, clean and orderly fashion and manner otherwise satisfactory to the Board of Directors of the Association, the Association or the Architectural Control Board shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the structure or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty days after written demand therefor), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

## ARTICLE VI--COMMON AREAS

Section 1. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area;
- b. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property;
- c. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any Common Area by published rules and regulations, including the number of guests, and prescribing hours of usage; and,
- d. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon any Common Area for any period during which any assessment against his Lot remains unpaid or any violation of the provision of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of



its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants and contract purchasers living in the residence on his Lot.

Section 3. City's Consent to Amendments. Section 2, paragraph (U) of the Developers Agreement for Unit 3 entered into between the Grantor and the City of Gulf Breeze, Florida, recorded in Official Record Book 1357, at page 951, of the public records of Santa Rosa County, Florida, Section 2, paragraph (V) of the Developers Agreement for Unit 4 entered into between the Grantor and the City of Gulf Breeze, Florida, recorded in Official Record Book 1521, at page 222, Section 2, paragraph (V) of the Developers Agreement for Unit 5 entered into between the Grantor and the City of Gulf Breeze, Florida, recorded in Official Record Book 1793 at page 728, of said records, grant to the City of Gulf Breeze easement rights to enter upon Plantation Hill, Unit 3; Plantation Hill, Unit 4 and Plantation Hill, Unit 5, for purposes of inspecting the park, stormwater retention and/or detention areas, and the Buffering Zone and to take such actions as are authorized in said Sections and paragraphs of the Developers Agreements. The obligations of the Association contained in Section 2 of Article I of these Restrictive Covenants relating to the maintenance of the park, stormwater retention and/or detention areas, and the obligations of the owners of Lots 32 and 33, Block B, contained in Section 11 of Article IV of these Restrictive Covenants, relating to the maintenance of the portion of the greenbelt Buffering Zone lying within said Lots, shall not be amended without the prior written consent of the City of Gulf Breeze, Florida.

## ARTICLE VII--GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Grantor, the Architectural Control Board or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions, conditions, liens and charge imposed by the provisions of this Declaration against any Owner or Owners violating or attempting to violate any such covenant, restriction, condition or provision, either to prevent him or them from so doing, or to recover damages for such violation. Failure by the Association, the Grantor, the Architectural Control Board or any Owner to enforce any covenant, restriction, condition or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In no event and under no circumstances shall a violation of any covenant, restriction or provision herein contained work a forfeiture or reverter of title. If any court proceedings are required for the successful enforcement of any covenants, restriction, condition (due to its violation or breach), lien or charge imposed by the provisions of this Declaration against any Lot or against any Owner, person or entity, said Owner, person or entity expressly agrees to pay, in addition to all costs and disbursements allowed by law, a reasonable attorneys' fee to the Association, the Grantor, the Architectural Control Board or any Owner who initiates such successful judicial proceedings.

**Section 2. Severability and Subheadings.** The invalidation of any provision or provisions of the covenants, restrictions and conditions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants, restrictions and conditions which shall remain in full force and effect. The subheadings used herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**Section 3. Amendment by Grantor.** The Grantor (for himself, his legal representatives, administrators, heirs, and specifically designated successor(s)), reserves and shall have the sole right (a) to amend these covenants, restrictions and conditions 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 hereinafter made, any additional covenants, restrictions and conditions applicable to the said Development which do not lower the standards of the covenants, restrictions and conditions herein contained, and (c) to release any Lot from any part of the covenants, restrictions and conditions which have been violated (including, without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto) if the Grantor, in its sole judgment, determines such violation to be a minor or insubstantial violation.

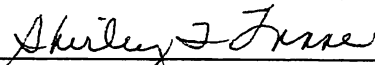
**Section 4. Duration.** The covenants, restrictions and conditions of this Declaration shall run with and bind the land and shall be a part of all deeds and contracts for conveyance for any and all Lots in this Subdivision and shall inure to the benefit of and be binding and enforceable by the Owners, and their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3) of the then Lot Owners. After the initial thirty (30) year term, this Declaration shall be automatically extended for successive periods of five (5) years each, unless an instrument, signed by a majority of the then Lot Owners, amends the restrictions or conditions in whole or in part.


**Section 5. Use Restriction Violation.** Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief.

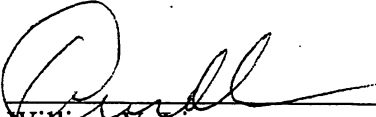
**Section 6. Failure to Enforce.** Neither the Association, Grantor, the Architectural Control Board nor the Architectural Review Representative shall, in any way or manner, be held liable for any failure to enforce the covenants, restrictions and conditions herein contained to any Owner or any other person or entity for any violation of the covenants, restrictions and conditions herein contained.

IN WITNESS WHEREOF, William R. Jenkins has set his hand and seal this 16th day of November, 1999.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Shirley F. Linne

  
\_\_\_\_\_  
WILLIAM R. JENKINS

  
\_\_\_\_\_  
William V. Linne

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of November, 1999 by WILLIAM R. JENKINS who is personally known to me.



WILLIAM V. LINNE  
My Commission CC507790  
Expires Dec. 30, 1999

  
\_\_\_\_\_  
NOTARY PUBLIC

Typed Name: William V. Linne  
Commission Expires: 12-30-99  
Commission No.: CC507790

clients/jenkins/unit5/Plant5.res