

BOOK 429 PAGE 849

PECAN GROVE  
A Gadsden County Subdivision

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of covenants and Restrictions, made and entered into this 31 day of January, 1995, by WAYNE H. GREGORY, hereinafter referred to as Developer and Pecan Grove Homeowners Association, Inc.

W I T N E S S E T H:

ARTICLE I

Property Subject to this Declaration

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

ARTICLE II

Enforcement, Membership and Voting Rights

Section 1. Enforcement of these Covenants and Restrictions shall be any owner or the Pecan Grove Homeowners Association, Inc. through its Board of Directors.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to these Covenants shall be a Member of the Pecan Grove Homeowners Association, Inc.

Section 3. Voting Rights. Each Member shall be entitled to one vote for each lot in which he or she holds the interests required for membership by Section 2. When more than one person shall be Members, and the vote for each 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.

ARTICLE III

GENERAL PROVISIONS

Section 1. No home shall be placed on any lot unless such home is at least 1400 heated square feet.

Section 2. No home shall be placed on any lot unless such home is a site-built home or has been manufactured by a company engaged in the manufacture of homes and has a roof constructed of asphalt shingles or material approved by the Board of Directors.

Section 3. Each porch or deck will be of a construction and appearance similar to existing homes or approved by the Board. The Board must approve all such construction plans prior to commencement of construction and all construction must be approved before the home may be occupied. Such approval shall not be unreasonably withheld. The Board shall have final and ultimate control over construction standards of decks, and/or porches, as to quality and appearance.

Section 4. No other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and

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3

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and adequacy of construction by the Board. Such approval shall not be unreasonably withheld.

Section 5. All homes shall have a closed-in foundation so that underneath the home is not visible. Compliance with this Covenant, including decorative-type skirting materials, shall be approved by the Board and shall be completed prior to occupancy of the home. Such approval shall not be unreasonably withheld.

Section 6. The Board shall respond to all written requests for construction plan approvals within 30 days after such requests are made for all Covenants requiring Association action. Such approval or action by the Board shall not be unreasonably withheld.

Section 7. There shall be no mobile homes on any lot.

Section 8. No more than one (1) home shall be placed on any lot.

Section 9. There shall be no unattached meter bases nor unattached electrical boxes visible from the street in front of any lot.

Section 10. Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite. No commercial pet operations are allowed. No penned kennels or dog runs are allowed on any lots. When such household pets are outside the homesite,

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BOOK 429 PAGE 852

4

they must be kept in a fenced-in area, or restrained by leash or other restraint.

Section 11. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 12. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary designs of a reasonable size may be erected for sale of a lot or lots.

Section 13. These Covenants and Restrictions are to run with the title to said land and shall be binding for a period of twenty (20) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of twenty (20) years unless an instrument signed by two-thirds of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 14. The owner/developer hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity,

telephone, gas, water, or other public conveyance or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner/developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

Section 15. Lots within Pecan Grove Subdivision shall not be used for access to any other parcel lying outside of said subdivision.

Section 16. The Association by execution hereof agrees to be bound by the terms and provisions of these Restrictions and Covenants.

Signed, sealed and delivered in the presence of:

Betty Sue Sadberry

Betty Sue Sadberry

[Signature]

Liz Green



Wayne H. Gregory  
WAYNE H. GREGORY, DEVELOPER

PECAN GROVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation  
BY: Wayne H. Gregory  
ITS owner.

O.R. 429 PAGE 854

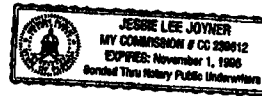
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STATE OF FLORIDA  
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the county aforesaid, to take acknowledgements, personally appeared WAYNE H. GREGORY, who is personally known to me or who has produced Fl. Drivers License as identification and who ~~did~~/did not take an oath, they are to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 31 day of Jan., 1995.

Jessie Lee Joyner  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the county aforesaid, to take acknowledgements, personally appeared Wayne H. Gregory, on behalf of Pecan Grove Homeowners Association, Inc., who is personally known to me or who has produced Fl. Drivers License, as identification and who ~~did~~/did not take an oath, they are to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

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Jessie Lee Joyner  
NOTARY PUBLIC



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O.R. BOOK 429 PAGE 849-854  
REC. BY THOMAS CLERK  
GADSDEN CO., FLORIDA

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O.R. BOOK <sup>1</sup>430 PAGE  
REC. NICHOLAS THOMAS  
GADSDEN CO., FLORIDA

PECAN GROVE  
A Gadsden County Subdivision

DECLARATION OF COVENANTS AND RESTRICTIONS

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**Section 3. Voting Rights.** Each Member shall be entitled to one vote for each lot in which he or she holds the interests required for membership by Section 2. When more than one person shall be Members, and the vote for each 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.

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Section 7. There shall be no mobile homes on any lot.

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Section 12. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary designs of a reasonable size may be erected for sale of a lot or lots.

Section 13. These Covenants and Restrictions are to run with the title to said land and shall be binding for a period of twenty (20) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of twenty (20) years unless an instrument signed by two-thirds of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 14. The owner/developer hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity,

telephone, gas, water, or other public conveyance or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said owner/developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

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Betty Sue Sadberry

Betty Sue Sadberry

[Signature]

Liz [Signature]



Wayne H. Gregory  
WAYNE H. GREGORY, DEVELOPER

PECAN GROVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation

BY: Wayne H. Gregory

ITS [Signature]

95 JAN 28 PAGE 854

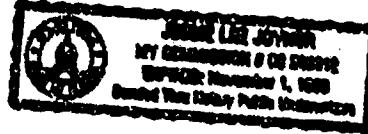
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STATE OF FLORIDA  
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the county aforesaid, to take acknowledgements, personally appeared WAYNE H. GREGORY, who is personally known to me or who has produced Ed. Thomas as identification and who ~~did~~/did not take an oath, they are to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 31 day of Jan., 1995.

Jessie Lee Joyner  
NOTARY PUBLIC

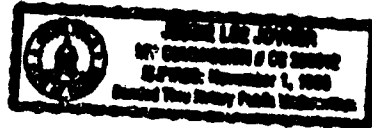


STATE OF FLORIDA  
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the county aforesaid, to take acknowledgements, personally appeared Wayne H. Gregory, on behalf of Pecan Grove Homeowners Association, Inc., who is personally known to me or who has produced Ed. Thomas, as identification and who ~~did~~/did not take an oath, they are to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 31 day of Jan., 1995.

Jessie Lee Joyner  
NOTARY PUBLIC



9500883

O.R. NO. : 429 PAGE 849-854  
REC. BY : ED. THOMAS, CLERK  
CO. : FLORIDA

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STATE OF FLORIDA, COUNTY OF GADSDEN  
I HEREBY CERTIFY that the above and foregoing is a true correct copy as recorded in OR  
429 Page 849-854.  
WITNESS my hand and official seal this 20th

EXHIBIT "A"

Commence at a 5/8" re-bar with cap (P.L.S. #3328) marking the Northeast corner of the Southeast Quarter of Section 9, Township 2 North, Range 2 West, Gadsden County, Florida and run thence South 00 degrees 22 minutes 40 seconds West a distance of 540.00 feet to a 4' x 4" concrete monument (P.L.S. #3328) for the POINT OF BEGINNING.

From said POINT OF BEGINNING continue thence South 00 degrees 22 minutes 40 seconds West a distance of 120.00 feet to a 4" x 4" set concrete monument (P.L.S. #4816); thence North 89 degrees 59 minutes 04 seconds East a distance of 496.02 feet to a 4" x 4" concrete monument (P.L.S. #3328); on the Westerly right-of-way Boundary of County Road #159 (70.00' R.O.W.); Thence South 27 degrees 09 minutes 19 seconds West along said R.O.W. Boundary a distance of 1100.80 feet to a 4" x 4" concrete monument (P.L.S. #3328); Thence North 00 degrees 22 minutes 40 seconds East a distance of 355.68 feet to a 4" x 4" concrete monument (P.L.S. #3328) Thence North 62 degrees 00 minutes 00 seconds West a distance of 344.84 feet to a 4" x 4" concrete monument; thence North 28 degrees 00 minutes 00 seconds East a distance of 659.00 feet to the POINT OF BEGINNING.

This Document is being rerecorded to include Exhibit "A" above described.