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REG. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

TOBACCO ROAD
A MANUFACTURED HOUSING SUBDIVISION, '90 JUN 29 PM 5 13

DECLARATION OF COVENANTS AND RESTRICTIONS

State of Florida
County of Gadsden

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 7th day of May, 1990, by TOBACCO ROAD, a Florida limited partnership, hereinafter referred to as "Tobacco Road" or "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential mobile home community with recreational areas, and other common facilities for the benefit of the said mobile home community; and;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said manufactured housing community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a corporation, TOBACCO ROAD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

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NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. Additional units of Tobacco Road may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights of Members to Tobacco Road Homeowners Association shall be uniform as between all units of Tobacco Road.

ARTICLE I

DEFINITIONS

Declaration (unless the context shall prohibit) shall have the following meanings:

a) "Association" shall mean and refer to Plantation Estates, Ltd. Homeowners Association.

b) "Board" shall mean and refer to the Board of Directors of the Tobacco Homeowners Association, Inc.

c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties. "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common

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use and enjoyment of the owners of The Properties.

d) "Developer" shall mean Tobacco Road or its assigns or successors in interest.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

f) "Unoccupied Lot" shall mean vacant lot with no house on it or on which a model unit that has never been sold is located.

g) "Occupied Lot" shall mean any lot with a house on it that has ever been occupied by a purchaser or renter even though it may be vacant now because it is held for resale.

h) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

i) "The Properties" shall mean and refer to all existing properties, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

ARTICLE II

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

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described in Exhibit A attached hereto and made a part hereof.

Additional units may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer.

ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Governing Body. The Board of Directors shall be the governing body of Tobacco Road and the Board shall have total and final authority to enforce these Covenants and Restrictions, approve any and all structures to be placed upon any lot as permitted by the Covenants and Restrictions, to act as an Architectural Control Committee if such a committee should be deemed necessary, and to perform any other function expressly provided for in the Covenants and Restrictions or which may become necessary to fulfill the intent of these Covenants and Restrictions.

The Association shall, upon demand, furnish at any time to any owner liable for said assessment a certificate in writing signed by a director of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 2. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or through its Board

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of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

Section 3. Membership. The Developer and every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by Covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as

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a member. It is the intent of the Developer that the Association will be formed in advance of any sale of lots in this subdivision.

Section 4. Voting Rights. The Association shall have one class of voting membership:

The members shall be all the Developer and all those owners as defined in Section 3. Each owner shall be entitled to one vote for each lot in which he holds the interests required for membership by Section 3. When more than one person holds such interest or interests in any lot, all such persons 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. Although each owner shall be a member of the Association and entitled to one vote, for the first 18 years of the Association, the Developer shall retain 67% of the voting power of the membership as to any and all issues which may arise before the membership. Additionally, for the 18 years subsequent to the recording of these Covenants and Restrictions in the public records of Gadsden County, Florida, the Board of Directors of Tobacco Road Homeowners Association, Inc. shall consist of three members, two of which shall be chosen by the Developer and one chosen by the owners, other than the Developer. The Developer may place himself or an other representative he chooses on the Board during this period. The purpose of requiring Developer to have control of Tobacco Road is to insure that Tobacco Road is continually developed consistent with these Covenants and Restrictions. It shall not be necessary for the homeowners to have

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appointed a member to the Board for the Board to act and in the event the homeowners have not appointed a member to the Board, the Developer may appoint a third member from the general membership of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey without cost the Common Properties to the Association no later than the 1st day of January 1995, however, the Developer shall levy no fees to the Association or its Members for the use of the Common Properties. However, should a government entity be willing to accept any of the common property along with the responsibility for maintenance of said property then in that event Developer shall convey, without cost to the Association, such common property to the appropriate government entity.

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During the first 18 years of the existence of this Association the Developer, as controlling member of the Association and the Board of Directors shall have sole discretion as to expenditures for any purpose permitted according to these Covenants and Restrictions with the only limitation being that upon completion of this 18 year period the Developer, at his discretion, may deliver the Association to its members. Should the Developer decide to turn the Association over to the members, the Association shall be delivered debt free with the roads (if they are still private roads) and common properties in reasonable condition under the circumstances of normal deterioration and age. In the event the homeowners take over the Association after the 18th year, the Association shall be delivered to the homeowners on January 1 of the 19th year and the homeowners shall accept the Association with a "0" balance in its bank accounts but shall be entitled to collect and retain all dues and assessments for that year and subsequent years. At all times, the Association shall be responsible for all maintenance of Common Properties in reasonable condition under the circumstances of normal and acceptable deterioration and age.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any

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such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and if necessary, to open the enjoyment of such properties to a wide public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

b) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules, regulations, or Covenants; and,

c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by Members entitled to cast 2/3 of the votes has been recorded, agreeing to such dedication, transfer, or purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken; and,

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e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a Unit of Tobacco Road in which such Member is not resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the lot is acquired, which results in membership rights as herein provided; and,

f) the rights granted by any other covenants herein.

Section 4. Roads and Storm Water Control Facilities.

Notwithstanding the provisions of Section 3 hereof under no circumstances may fees or admission be charged for use of the roads or storm water control facilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any lot, under the circumstances set forth herein, by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association on a per lot basis: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing

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lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Due to the fact that the Developer will be continually responsible for any lot which has never been sold for the first time, Developer shall not be responsible for any annual assessments or special assessments with respect to a particular lot which may become due and owing prior to the first sale of the lot. Once any lot is sold by Developer, the purchaser shall immediately thereafter be responsible for all assessments and responsibilities according to these Covenants and Restrictions. Should the Developer utilize any lot for rental or lease purposes, he shall then be subject to annual and special assessments required of any owner for that lot from the time any construction begins on the lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used at the sole discretion of the Developer as controlling member of the Association for the purpose of the necessary improvement and maintenance of properties, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties including but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. It is expressly understood

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that assessments will not be maintained in any type of trust status on behalf of the Association but amount to an annual fee paid to the Developer by the Association for the purposes stated herein to be the responsibility of the Board of Directors of the Association. Developer is under no restriction on the use of these assessments other than to perform the functions set forth in these Covenants and Restrictions as being the obligation of the Association and Board of Directors for the first 18 years.

Section 3. Amount of Annual Assessments. Until January 1, 1991, the annual assessment, payable monthly, shall be \$10.00 per month per occupied lot and \$5.00 per month per unoccupied lot. From and after July 1, 1991, the annual assessment may be increased by Developer or the Board of Directors for the next succeeding year and at the end of each such period of one year for each succeeding period of one year. However, any increase in the annual assessment cannot exceed an aggregate increase of more than 5% per year from the date these Covenants and Restrictions are first recorded in the public records of Gadsden County, Florida. The annual assessment for an unoccupied lot shall be no more than the assessment of an occupied lot.

Due to the fact that Developer is responsible for all unsold lots, the annual assessment shall not apply to any lot for any period of time the lot is in the name of developer. Once a lot is sold the annual assessment is due and payable by the purchaser/owner from the date of closing of the sale. New owners who have purchased from developer shall not be liable for any

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liquidated assessments which were due on their lot prior to closing and any such assessment would be the responsibility of Developer.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser amount.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement. The first semi-annual assessment shall be made for the balance of the assessment period and shall become due and payable at closing. The assessment for any year, after the first year, shall become due and payable on January 1 and July of each year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same adjustment in the amount of the assessment at a time other than the beginning of an assessment period shall also apply.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or

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reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of 75% of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Special Assessment for Damage Repair. Any damage to Common Properties, roads or any other property for which the Association is responsible which is brought about by the negligent act of an owner or any guest or invitee of an owner shall be the responsibility of the owner. The cost of repairing such damage shall be billed by special assessment to the owner responsible for the damage and shall be due and payable upon receipt of the bill. The reasonable determination of the manner and cost of repairs of any such damage shall be in the sole discretion of the Association.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest or penalties thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then

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owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title.

If the monthly assessment payment is not paid within 30 days after delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowable under the laws of the State of Florida, and the owner responsible for payment of the assessment shall pay a fine of \$10.00 per month for every month thereafter that the assessment remains delinquent. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment (including any fines and interest) the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and actual attorney's fees incurred by the Association shall be included in the judgment fixed by the Court together with the costs of the action. The Association shall be entitled and authorized to seek the assistance of an attorney at any time after any assessment is delinquent from any owner and actual attorney's fees and costs shall constitute a part of the continuing lien created by the delinquency regardless of whether or not suit is filed.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage placed upon The

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Properties subject to assessment prior to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any prior first mortgage as if said lien were a second mortgage.

Section 9. Property Exempt from Assessments, Charges and Liens. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land other than as hereafter specified or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 10. Costs for Enforcement of Conformance. Any member of the Association who fails to maintain his property consistent with these Covenants and Restrictions shall be liable to the Association for all costs reasonably incurred by the Association for the purpose of conforming such property with these Covenants and Restrictions plus a 25% service charge on the first \$100.00 of costs or expenses incurred by the Association and a 15% service charge on the balance of any such costs or expenses. Once a member locates a home on his lot he is required to maintain that lot in a reasonable manner consistent with these Covenants and

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Restrictions including yard maintenance, driveway maintenance, home maintenance and any other maintenance required to keep the home and lot in a prudent and well maintained condition. This type maintenance shall include but not be limited to cutting grass, keeping a clean and neat yard, maintaining skirting, etc. Failure of the homeowner to maintain his lot and home in this manner will subject him to the same service charges (25% and 15%) as set forth above for costs and expenses incurred by the Association. Any such assessments by the Association which are not promptly paid by the member shall be recorded as a lien against the member's property in favor of the Association.

11. Modifications of These Covenants and Restrictions.

Prior to the time that any individual lot is sold to a residential purchaser, these covenants and restrictions may be modified at will by developer or his successors in ownership of the entire development.

Once an individual lot is sold to a residential purchaser, these Covenants and Restrictions may be modified only by a majority vote of the members of the Association according to the voting rights as set forth herein which preserves voting control in Developer for 18 years unless earlier relinquished by Developer. Any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community. In the event FHA and VA financing is approved for this subdivision, any modification must be approved by FHA and VA in order to become

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effective.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Minimum Size of Manufactured Home. No manufactured home shall be placed on any lot unless such mobile home is at least forty (40) feet in length and twenty-four (24) feet in width.

Section 2. New Manufactured Home Required. No manufactured home shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile or modular homes.

It is the intention of this Covenant to prohibit the placing of any "homemade mobile home" on any of the aforesaid lots. Any mobile home in excess of 2 years of age at the time it is placed in the subdivision must have the prior written approval of the Board of Directors of the Association before the home is placed upon any lot. There shall be no conventional permanent homes built in this subdivision, it being restricted to mobile homes and factory build modular homes.

Section 3. Location of Home on Lot. Dwellings shall be located such that the front of the dwelling is parallel to the street easement, with the exception that this restriction shall not apply to corner lots nor to lots at the end of cul-de-sacs. This requirement may be waived by the Board of Directors if a particular lot requires such a waiver in the opinion of the Board.

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Section 4. Roof Requirement. All homes shall have a roof constructed of asphalt shingles (no metal roofs).

Section 5. Porch or Deck Required; Minimum Size; Time in Which to Complete. Each home shall have a screen porch or deck of a construction and appearance similar to existing homes and be approved by the Board of Directors of the Association. Any such porch or deck shall be a minimum of 80 square feet on the front of a home and in the event there is more than one door on the front of a home, the second door shall have a porch or deck of a minimum of 24 square feet. The Board must approve all such construction plans prior to commencement of construction and all construction of the screen porch or deck must be completed within 120 days of the placement of the home on the lot. Such approval shall not be unreasonably withheld. The Board shall have final and ultimate control over standards for the deck and screen porch, as to quality and appearance.

Section 6. Landscaping Required; Time Provisions; Continued Upkeep Required. Each lot must meet the following minimum landscape requirements: (1) within nine months of occupancy sod perimeter of yard, sod or sprig front yard, and sprig or seed balance of lot. Any existing sod may be used for this purpose. The owner of each lot shall be responsible for landscaping, keeping the exterior of the home clean and in good repair and the lawn mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. The owners are responsible for water, trimming,

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edging, and clipping their own lawn and lot. Upon clearing their lot, owner shall be wholly responsible for silt runoff from their cleared lot. Should silt runoff occur as a result of clearing, owner may be required by the Homeowners' Association or Developer to immediately implement landscaping procedures to stop the runoff.

Section 7. Paved Driveway Required; concrete or Asphalt Required; Time in Which to Complete; Location. Within 12 months of the date of delivery of a home to any lot, the lot owner shall construct a paved driveway of either concrete or asphalt construction with a minimum width of ten feet and having a turning radius of 10 feet at the roadway entrance. The location of any driveway must be approved by the Developer prior to any construction or installation of said driveway.

Section 8. Prior Approval Required Before Home Moved on Lot or any Construction Begins. No mobile home or factory built home, wall, or other structure shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition (garage, carports, sun porches, rooms, etc.) or changes or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board as to harmony of external design, appearance and materials as well as location in relation to surrounding structures, topograph, and adequacy of construction by the Board. such approval shall not be unreasonably withheld.

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Section 9. Skirting Requirements; Time in Which to Complete. All homes shall have a solid decorative type skirting so that any undercarriage and wheels are covered and not visible. The decorative type skirting shall be erected on all sides of the mobile home on a foundation and will be a minimum height from the ground to the bottom edge of the home. Compliance with this Covenant, including decorative type skirting materials, shall be approved by the Board and completed within six months of the day the home is placed on the lot. Such approval shall not be unreasonably withheld.

Section 10. Removal of Hitches. All mobile home hitches or hitches of any nature shall be removed within 30 days of when the home is placed on the lot.

Section 11. Time for Approval. 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 12. Assessment for Willful or Negligent Acts of Owners, Family, Guests, Etc. In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

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Section 13. One Home Per Lot. No more than one (1) home shall be placed on any lot.

Section 14. Leasing of Home to Others. Leasing or subleasing of a home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Restrictive Covenants.

Section 15. Set-Back Requirements. No home placed on any lot shall violate the following set-back restrictions: No home shall be located on any lot within 25 feet of the front or rear lot lines. No home shall be located on any lot within 10 feet of the side lot lines. If owner has any question as to front or side lot lines he must contact Developer prior to placing a home on any lot.

Section 16. Minimum Requirements for Homes: No manufactured home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.

Section 17. Water; Tap Fees; Deposits. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water provided by Talquin Electric, any other municipality, or any private utility company herewith, all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by a municipal or private utility company prior to moving any home onto any lot in said subdivision;

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and also to pay promptly all monthly charges for service.

Section 18. Meter Bases and Electrical Boxes. There shall be no unattached meter bases nor unattached electrical boxes visible from the street in front of any lot.

Section 19. Pets. Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite. When such household pets are outside the homesite, they must be kept in a fenced-in area, or restrained by leash or other restraint. All pets must be on leashes or restraints when on community street or Common Areas. Owners are responsible for the pick-up and disposal of pet waste on streets, Common Areas or neighbors' homesites. Breeding or housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor, or other unacceptable behavior on the part of the pet and such actions were not corrected upon prior notification to the pet owner.

Owners shall be liable for and shall defend, indemnify and hold Declarant and the Association harmless for all personal injury or property damage caused by pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

Section 20. Garbage and Trash; Requirements for Containers; Collection. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either to the rear of the home or

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in the carport of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector. No dumping of trash, garbage, gasoline, oil or other waste in the lake, unoccupied lots or common areas shall be permitted. Garbage and trash containers shall be constructed of metal or solid plastic with lids and said containers must be stored at the rear of the home except when placed by street for pickup. Street pickup of garbage and trash in approved plastic bags shall be permitted.

Section 21. Annoyance or Nuisance. 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 22. Advertising. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

Section 23. Drainage Ditches, Ponds, Canals, etc. Where lots border on or contain ditches, ponds, drainage canals, swales, and lakes, the owner of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly

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tended to by the respective lot owner.

Section 24. Motor Vehicles. All cars shall be parked in an orderly and neat fashion, and in a paved parking area only. No buses or trucks larger than a one-ton pickup truck shall be parked in the subdivision. Any owner violating this section shall be given one written warning of the violation by the Association. Any further violation of this section by any owner after receipt of one warning shall be corrected at the discretion of the Association by the Association having the offending vehicle removed (towed) from owners' lot and stored at the towing agency's storage facilities. Owner shall be totally responsible for any costs incurred by the Association for the removal and storage of any such vehicle and nonpayment shall subject owner to the lien provision for nonpayment of assessments or special assessments set forth in these Covenants and Restrictions. No major mechanical or repair work shall be performed on any motor vehicle within the subdivision and no motor vehicle shall be stored nor remain inoperative for any extended period of time within the subdivision without prior approval of the Board of Directors of the Association. No unlicensed motor vehicles shall be kept on any lot. Should any owner violate any provision of this section he shall be given written notice of the violation and 10 days to correct any such violation. Said notice may be delivered by hand or regular U.S. Mail delivery to the last known address of the owner. If owner fails to correct the violation within the ten day period, the

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Association shall thereafter have the right to immediately go upon owner's lot and remove any such vehicles which violate this section and have them stored off of the Development and at owners expense. All expenses incurred by the Association in removing any storing any such vehicle shall become a lien against owner and his lot and shall be due and payable immediately and subject to all remedies set forth elsewhere in these Covenants and Restrictions. There shall be a 25% service charge in favor of the Association added to any such expenses related to the removal of a vehicle from an owner's property and all such costs, expenses and service charges shall become an lien on the lot.

Section 25. Motor homes, Campers, Etc. No motor home, camper, travel trailer or any similar recreational vehicle shall be stored or placed on any roadway or upon any lot in the subdivision on a permanent basis. Such vehicles, when temporarily parked in the driveway or carport of a lot shall not be occupied, nor utilities or sewer connected thereto, nor self-contained power generated to utilize the unit for living quarters. Permanent storage of campers, travel trailers or other recreational vehicles shall be allowed only to the rear of any home and shall be concealed as best possible from the public view and the placement of any such vehicle shall be subject to review by the Board of Directors. Refusal of any owner to abide by the direction of the Board of Directors with respect to the placement of any such vehicle shall give the Board and the Association the same powers

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they have pursuant to Section 20 to remove such vehicle from owner's lot.

Section 26. Clotheslines. One clothesline of a single length not to exceed 30 feet shall be permitted on any one occupied lot. Any such clothesline shall be placed onto the rear of the back of the home on the lot. No clotheslines shall be attached to any trees. Playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located on the rear side of the mobile home, and not on the street side.

Section 27. Fences. All fences must be approved by the Board and cannot extend forward of the front of the home. The side and back yard only may be fenced.

Section 28. Covenants and Restrictions run with Land. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of twenty-five (25) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said subdivision and approved by FHA and VA has been recorded agreeing to change said Covenants and Restrictions in whole or part.

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Section 29. Invalid Provision. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no wise affect the other provisions hereof, which shall remain in full force and effect.

Section 30. Easements. 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 conveyances 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 31. Dissolution of Homeowners Association. In the event that the Homeowners' Association dissolves and no other means is provided by the land owners to maintain the common areas, then the adjacent property owners to the roads and other common areas shall acquire the roads and other common areas to the proportionate half-way point of the road and other common areas then in existence, and should Gadsden County or any other governmental authority subsequently expend monies for the

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maintenance, repairs, or construction of roads, lakes, or other common areas then in existence or later constructed, Gadsden County or any other governmental authority shall have a lien for any and all expenditures against the entire owner's property adjacent to the road, lakes or other common areas. It is understood that neither Gadsden County nor any other governmental authority is responsible for the roads, (if they are private roads) canals or other common areas, maintenance, repairs or construction and any assumption of these responsibilities shall be based on the approval of the governmental authorities after all reasonable conditions are met by the property owners.

Section 32. Utility Buildings. No more than two utility buildings shall be permitted on any lot and utility buildings may be placed no closer to the front lot line than the rear of the dwelling. Utility buildings shall be of contemporary design and construction and shall be kept in a neat and orderly fashion.

Section 33. LP Gas or Fuel Oil Storage. Any storage facility for LP gas or fuel oil must be underground.

Section 34. Commercial Operations Prohibited. No commercial operation of any kind, nor any gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 35. Storm Drainage Facilities. No individual lot owner, or their guests or invitees shall in any manner interfere with the storm drainage facilities in the project. Specifically such facilities which are not to be interfered with

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shall include, but not be limited to, swales, ditches, culverts and retention ponds as well as any vegetative cover thereon, headwalls, energy absorption devices or other appurtenances to those storm drainage facilities.

Section 36. Exterior Lighting. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent dwellings.

Section 37. Boats, etc. No boats, or other motorcraft may be permanently moored or stored on any of the common areas.

Section 38. Antennas. There shall be no exterior T.V. antennas or dishes. Any special purpose exterior antenna and its location shall be approved by Developer, or the Board, and may not be placed closer to the front lot line than the front of the dwelling.

Section 39. Items Stored Outside Homes. All items stored outside mobile homes are to be stored underneath the home and hidden by skirting, or placed in an authorized utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the mobile home or on the lot.

Section 40. Motorcycles, 3 or 4 Wheelers, Go-Carts, etc. Motorcycles shall be operated only for transportation to and from the subdivision and in a manner that does not disturb residents. The use of unlicensed motorized vehicles shall be prohibited on the

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streets or any common properties of the subdivision. If an owner, his guest or invitee violates this section, the Association shall give the owner written notice of the violation and the opportunity to cease any further violations of this provision. Any subsequent violations by the owner of this provision shall result in a fine of \$100.00 per day for any day the violation occurs. Said fine of \$100.00 per day shall be due and payable immediately upon billing and shall be subject to all lien provisions of the Covenants and Restrictions thereby becoming a lien on owner's property in the event of nonpayment. This remedy shall in no way exclude any other legal remedies available to the Association such as injunction or otherwise and should any legal remedies be sought, owner shall be responsible for actual attorney's fees and costs incurred by the Association in these proceedings which said fees and costs shall constitute a lien on owner's property until paid.

Section 41. Children and Guests. Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests. No children are permitted in any recreational area, swimming area, Common Area or other facility within the Subdivision unless accompanied by the Owner or a responsible adult.

Section 42. Fines for Violations. The Association shall have the right to assess a fine against any owner for a violation of any provision of these Covenants and Restrictions. Unless otherwise provided herein, any such fine shall be \$50.00 per month

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per violation; however, the Association shall give any such owner one written warning of any violation with the opportunity to correct the violation within a reasonable period of time before the fine provisions of this paragraph or any other shall apply. Written notice can be sent by regular U.S. Mail to the last known address of the owner or hand delivered. Only one written warning shall be required for any violation even though the violation may continue from week to week or month to month. Any fine or service charge assessed or expense incurred by the Association in their reasonable enforcement of these Covenants and Restrictions shall become a lien upon the owner's property and the Association shall have the right to record such lien in the Public Records of Gadsden County at their discretion.

Section 43. Provisions Binding on Association. Tobacco Road Homeowners Association by execution hereof agrees to be bound by the terms and provisions of these restrictions and covenants.

DEVELOPER

TOBACCO ROAD, a Florida General Partnership

Witnesses:

Margie D. McKenna
Clara P. Dona

By: L. C. Thompson
General Partner

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TOBACCO ROAD HOMEOWNERS ASSOCIATION,
a Florida corporation

Margie N. McKeon
Clara C. Jones

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared LEX C. THOMPSON as general partner of TOBACCO ROAD, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of May, 1990.

Margie N. McKeon
Notary Public
My commission expires

Notary Public, State of Florida
My Commission Expires Sept. 27, 1993
Bonded Two Thousand - Insurance Inc.



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TOBACCO ROAD HOMEOWNERS ASSOCIATION,
a Florida corporation

Margie N. Thompson
Clara C. [unclear]

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF GADSDEN

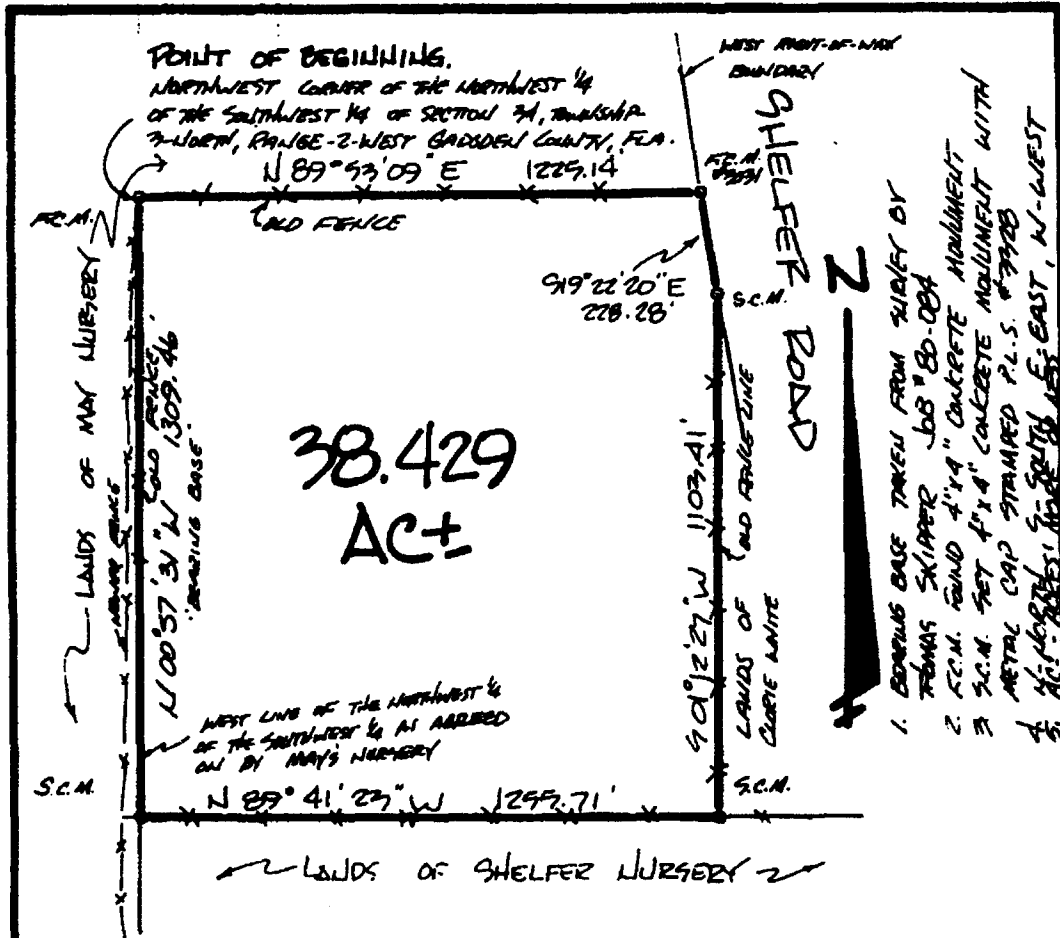
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared LEX C. THOMPSON as general partner of TOBACCO ROAD, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of May, 1990.

Margie N. Thompson
Notary Public
My commission expires



Notary Public, State of Florida
My Commission Expires Sept. 27, 1992
Bonded Through Top Plus Insurance Co.



BEGIN at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 34, Township 3 North, Range 2 West, Gadsden County, Florida, as locally accepted and run thence North 89 degrees 53 minutes 09 seconds East 1225.14 feet to a point on the Westerly right of way boundary of SHELPER ROAD; thence South 19 degrees 22 minutes 20 seconds East along said right of way a distance of 228.28 feet; thence South 01 degree 12 minutes 27 seconds West along an old fence line a distance of 1103.41 feet; thence North 89 degrees 41 minutes 23 seconds West along an old fence line a distance of 1255.71 feet; thence North 00 degrees 57 minutes 31 seconds West along an old fence line a distance of 1309.46 feet to the POINT OF BEGINNING. Containing 38.429 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

I hereby certify that this Plat conforms to Chapter 21-NH-6, F.A.C.

BOBBY A. PRESNELI,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3328

BOUNDARY SURVEY FOR LEX THOMPSON

FIELD DATE: 6-2-89
JOB NO. 89-201
FSR NO. 207-4-89
SCALE 1" = 300'
NOTE BOOK: 139 & 35

LAND BOUNDARY SURVEYS



TOPOGRAPHICAL SURVEYS

BOBBY A. PRESNELI AND ASSOCIATES INCORPORATED
1221 COMMERCIAL PARK DRIVE SUITE #1
TALLAHASSEE, FLORIDA 32303

388-3482