

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS  
OF

PARRAMORE SHORES UNRECORDED, PARRAMORE'S LAKE ESTATES RECORDED,  
MCNEIL TRACTS UNRECORDED AND OUT PARCEL 420

THIS RESTATEMENT AND AMENDMENT OF THE RESTRICTIVE COVENANTS APPLICABLE TO THE PROPERTIES DESCRIBED IN EXHIBITS "A", "B", "C", AND "D" ATTACHED HERETO is made and executed this 26 day of Sept., 2011, by Parramore Shores Property Owners' Association, Inc., hereinafter referred to as the Association.

WHEREAS, the property described in Exhibits "A", "B", "C", and "D" attached hereto (hereinafter the property) was subject to those Restrictive Covenants set out and recorded in the Public records of Leon County, Florida, at OR Book 1027, Page 1674; OR Book 1032, Page 1991; OR Book 1445, Page 0542; and OR Book 3317, Page 1877.

WHEREAS, by a majority vote, the property owners have consented to amending and restating the Restrictive Covenants and have imposed the Amended and Restated Restrictive Covenants on the lots within the subdivision;

NOW THEREFORE, the following Amended and Restated Restrictive Covenants are imposed on the properties which covenants, conditions, and restrictions constitute covenants running with the land:

Article I: Definitions

Section 1. "Association" shall mean and refer to Parramore Shores Property Owners' Association, Inc., a Florida Corporation not for profit.

Section 2. "Easement" shall mean the land described in Exhibit "C" as recorded in OR1445 page 0560 which will be used as a roadway for ingress and egress to the lots within the subdivision as well as for public utility easements and rights of way. Every owner of a lot will have a right to the use of the easement for its intended purpose. This right will be appurtenant to and will pass with the title to such lot.

Section 3. "Lot" shall mean each subdivided portion of the property divided into lots as shown in Exhibit "D" attached hereto.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep the roadway within the easement and the drainage therein in a serviceable condition.

Section 5. "Member" shall mean every person or entity that holds membership in the Association by virtue of ownership of a Lot depicted in Exhibit "D".

Section 6. "Subdivision" shall mean that property described in Exhibits "A", "B", "C", and "D" attached hereto.

Section 7. "Owner" shall mean the record owner, whether one or more persons or entities, of a legal or beneficial interest in a Lot and shall include purchasers under contracts for deed but shall not include those holding title as security for the performance of an obligation (mortgage holder).

Section 8. "Mobile Home" shall mean any residence that is not a permanent constructed single family residence; (this includes, but is not limited to, all mobile homes, modular homes, recreational vehicles, and tents).

Section 9. "Architectural Control Committee" shall mean the Committee appointed by the Board of Directors of the Association whose responsibility is to insure that all dwellings and structures constructed and maintained on the property comply with the Covenant requirements.

Section 10. "Florida Statutes 720" shall mean the Florida statutes that provides procedures for operating homeowners' associations in the State of Florida.

#### Article II: Membership and Voting Rights in the Association

Section 1. Membership: Any person who owns a Lot in the subdivision shall automatically be a member of the Association provided, however, that where any Lot is owned by more than one person, one of the owners of the Lot shall be designated by all owners of the Lot to cast votes for that Lot. In the event the owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation. Ownership carries with it the obligation to comply with and abide by the Restrictive Covenants as they now exist and with any amendments thereto as might be adopted from time to time. Membership will be appurtenant to and inseparable from ownership of a Lot. A member shall not have the authority to act for the Association by virtue of being a member.

Section 2. Voting Rights: The association shall have one class of Voting members. Each Lot shall be entitled to one vote.

#### Article III: Assessments

Section 1. Liens and Personal Obligation of Assessments: Each owner of a Lot by acceptance of the deed for such Lot, whether or not it is expressed in the deed agrees to pay to the Association the annual and special assessments as provided in this article. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, will be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, also will be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Annual Assessments: Annual assessments shall be paid by each Lot owner to the Association. The assessments for the year 2011 shall be Two hundred dollars (\$200.00) for each Lot in the subdivision as depicted in Exhibit "D". For each subsequent year the annual assessment may be increased or decreased by a majority vote of the Members.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may impose a special assessment on each Lot in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivisions. Any such assessment must be approved by the majority vote of the membership of the Association. The total cost of the maintenance or repair of the roads in the subdivision shall be divided by the total number of Lots within the subdivisions as shown on Exhibit "D" and each Lot shall be assessed the resulting amount.

Section 3 (a). Fines for Covenant Violations: Lot owners that fail or refuse to comply with the Restrictive Covenants will be subject to fines following the provisions and procedures set out in Chapter 720 of the Florida Statutes.

Section 3 (b). Special Assessment for Initial Construction: To offset the damage caused to the roadways during construction of an initial dwelling on a Lot, a one time assessment of Five Hundred Dollars (\$500.00) shall be assessed against the Lot at the time plans are approved by the Architectural Control Committee. The assessment must be paid before construction may begin. This assessment may be increased by the Architectural Control Committee (ACC).

#### Section 4. Purpose of Assessments

The assessments levied by the Association are to be used for the improvement and maintenance of the roadway and drainage easement situated within the subdivision, payment of Association legal fees, accounting expenses and meeting room rental. The Association will acquire and pay for out of the funds derived from assessments, the following:

(a) Maintenance and repair of the roadway and drainage easement within the confines of the subdivision.

(b) Liability insurance is limited to Directors & Officers. The policy limits will be set by the Board of Directors.

#### Section 5. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 6. Effect of Non-Payment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, shall be in default and shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owners personally obligated to pay the same or may foreclose its lien against the property or both. It shall be the obligation of the Owner to pay all costs and attorney fees associated with placing, enforcing and satisfying a lien. No Owner may waive or otherwise escape liability for assessments provided for herein by abandonment of the Lot.

Section 7. Subordination of Assessment Liens to First Mortgages: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. Except as provided for herein, the sale or transfer of a Lot shall not affect the assessment lien. Except as may be

otherwise provided for by statute, the sale or transfer of any Lot pursuant the foreclosure of a First mortgage or any transfer in lieu thereof, shall extinguish the lien for any assessment that became due prior to such sale or transfer. No foreclosure sale or transfer in lieu of foreclosure shall relieve a Lot or its owner from liability for assessments coming due after the foreclosure sale or transfer in lieu thereof.

#### Article IV: Easements

Section 1. Each Lot extends to the middle of a 60 foot easement for utilities and ingress and egress as described in OR 1445 page 0560. Each Owner shall have non-exclusive use of the easement including the portion of the easement conveyed by deed to the Owner.

Section 2. Within the easement described, no structure, plant, or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic. No dwelling unit or other structure of any kind is permitted to be build, erected, or maintained on any easement, reservation or right-of-way, and the easements, reservations, and rights-of-way will at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors. Easements, reservations, and rights-of-way also will be open and accessible to the Association, its successors and assigns, all of whom will have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights of way are reserved.

#### Article V: Use Restrictions

Section 1. Each Lot shall be used as a residence for a single family and for no other purpose. No more than one residence per Lot may be constructed.

Section 2. Within the Subdivision, only site built homes will be permitted to serve as a residence. No trailers, mobile, modular or manufactured homes shall be allowed. Property owners at the time of the recordation of the Declaration of Restrictive Covenants, dated July 19, 1990, shall not be subjected to this restriction, nor shall their successors in title. However, when existing mobile homes are removed from the property no new or replacement trailers, mobile, modular, or manufactured homes will be allowed on the Lots. Parties acquiring title subsequent to July 19, 1990 shall be subject to this restriction and all subsequent Covenants approved by a majority vote of the property owners and recorded in the official records of Leon County, Florida. A record of all permissible existing trailers, mobile, modular or manufactured homes shall be maintained by the Architectural Control Committee to insure compliance with this restriction.

Section 3. No Lot may be divided.

Section 4. No dwelling shall be constructed that contains less than 1400 square feet heated area. All plans must be approved by the Architectural Control Committee (ACC) prior to commencing construction.

**PROCEDURES:**

1. A complete set of plans will be submitted to the ACC two weeks prior to the permitting process.
2. The plans will be reviewed for compliance with Article V., Section 4.
3. The Approval or Denial of the plans will be by a vote of the ACC.
4. A letter of "Approval or Denial" will be issued to the Owner within two weeks of receipt of the plan. The Five Hundred dollar (\$500.00) initial construction assessment must be paid as a condition precedent to the issuance of the approval letter, (Section 3b).
5. Plans will be retained as records by the Association.
6. One month prior to the application for a Certificate of Occupancy from the governmental authority or authorities, the Owners shall notify the ACC to allow the ACC to verify that construction is in accordance with the approved plans.

Section 5. Except for stand alone garages, out buildings or storage sheds shall be limited to green houses and structures customarily associated with single family residential homes. There shall be no more than two such out buildings or storage shed per Lot and they shall not exceed a total of 240 sq. ft. All such structures shall be in compliance with the county building code and the plans shall be submitted to the ACC for approval as provided in Article V., Section 4 above.

Section 6. No commercial activity of any kind shall be allowed on any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done that is or may become an annoyance or nuisance to the neighborhood and must be in accordance with county code.

Section 7. Household pets are the only animals allowed upon any Lot. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood. All dogs, cats or other household pets shall be kept in sanitary surrounding and no owner shall allow such pets to become a nuisance or allow unsanitary conditions to create odors or unsanitary and harmful health conditions. No animal of a vicious nature shall be allowed on any Lot whether fenced or not fenced.

**Article VI: General Provisions**

Section 1. Enforcement: The Association, or any owner have the right to enforce, by legal proceeding or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

Association or by any owner to enforce any covenant or restriction set forth in this agreement will in no event be deemed a waiver of the right to do so at a later time.

Section 2. Severability. Invalidation of any one of these Covenants or Restriction by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

Section 3. Duration. The Covenants and Restrictions of this Declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty years from the date of execution of this contract, and thereafter will continue automatically in effect for additional periods of twenty years, unless otherwise agreed to in writing by the then-owners of at least three-quarters of the subdivision Lots.

#### Article VII: Amendment

These restrictions may be modified by a majority vote of the members of the Association. The provisions hereby notwithstanding, no additional restrictions placed upon these lands shall adversely affect the lien of any mortgage then encumbering any of the lands or the rights or powers of the holder of any such mortgage.

#### Article VIII: Effect

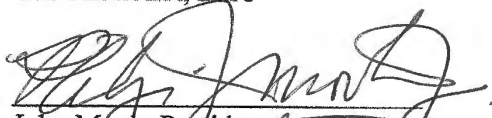
Each and every conveyance of any Lot in the subdivision is expressly made subject to the provisions of these Restrictive Covenants whether or not the terms of such conveyance incorporates or refers to these provisions.

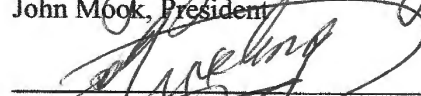
#### Article IX: Resolution

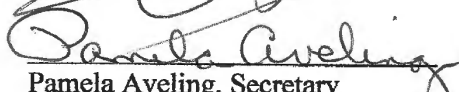
In the event there is a conflict between these Amended and Restated Declaration of Restrictive Covenants and the other governing documents these Amended and Restated Declaration of Restrictive Covenants shall prevail.

Now, Therefore, The "Association" declares that this Amended and restated Declaration of Restrictive Covenants, dated September 26, 2011, shall replace in total the Declaration of Restrictive Covenants previously recorded as referenced herein above and the "Association" further declares that the real property also described in the previously recorded Declaration is subject to this Amended and Restated Declaration of Restricted Covenants.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED THIS 26<sup>TH</sup> DAY OF SEPTEMBER, 2011

  
\_\_\_\_\_  
John Mook, President

  
\_\_\_\_\_  
Arthur Aveling, Vice President

  
\_\_\_\_\_  
Pamela Aveling, Secretary

  
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Rachael Mook, Treasurer

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of September, 2011, by John Mook, Arthur Aveling, Pamela Aveling and Rachael Mook who provided FLDL's as identification.

  
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Notary Public

