

A Guide to the Linene Woods Covenants and Restrictions

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Introduction

Purpose

The Covenants and Restrictions (C&Rs) for the Linene Woods Homeowners Association (the Association) were originally developed and recorded in 1977. They are intended to preserve the character and value of the neighborhood

Responsibilities of Sellers and Buyers of Property

The C&Rs are binding on all owners of property within Linene Woods. Florida law requires sellers of property in the neighborhood to provide copies of the C&Rs to prospective purchasers of property in the neighborhood. These disclosures must be made prior to the execution of a contract for sale. The law also provides that each new parcel owner is presumed to know and understand the content of the documents governing the homeowners' association and the community. The provisions are enforceable by and against each parcel owner.

Transcription

The original C&Rs have been copied and recopied, and their legibility may be less than ideal. Therefore, the Association has prepared a transcription of the original paper C&Rs, and is making it available in Microsoft Word and Adobe PDF format. Any differences between the original C&Rs (which are still supplied to each new homeowner) and this transcription must be resolved in favor of the original.

Developer

The original C&Rs were developed and recorded by the neighborhood's Developer, Terry Fregly, and his associates, and reference the Developer in many places. The Developer is no longer associated with Linene Woods, and some of these references no longer make any sense. The transcription shows nonsensical references to the Developer in a gray font, rather than the black of the remainder of the document. This distinction is for the reader's convenience, and there is no legal significance intended by it.

Other Materials

The Table of Contents, Frequently Asked Questions, and Index were developed by the Association for the convenience of users of the C&Rs, and there is no legal significance intended by any part of these other materials.

Suggestions

If you have any suggestions to make this document more useful, please contact Linda Stalvey at 385-2158.

Frequently Asked Questions

The Association

What is the Homeowners' Association and what does it do?

The Linene Woods Homeowners' Association (LWHA) is a non-profit private association of all property owners in this neighborhood. Its purpose essentially is to help preserve and maintain the character of this residential community and the market value of the properties. It does this through insuring consistency of construction of houses, maintaining common areas and roadways, and evaluating removal of trees in order to preserve the natural tree cover that is characteristic of this neighborhood. For details, see the By-laws and Covenants and Restrictions.

Is there a legal basis for the Association?

The Linene Woods Homeowners' Association, Inc. was incorporated under the Laws of Florida on December 29, 1977. It operates under the authority of Chapter 720, Florida Statutes. The primary legal documents for the LWHA are the Articles of Incorporation, the By-laws, and the Covenants and Restrictions.

How are decisions made that concern our neighborhood, and how can I participate?

Decisions are made during meetings of the Board of Directors and the Architectural Control Committee (ACC), the annual Association meeting, and any special Association meetings. Notices of board and ACC meetings are posted 48 hours before the meeting via signs in the three entrance islands. Notices of annual and special meetings are posted 14 days before the meeting in the entrance islands. Pursuant to section 720.303, F. S., you have a right to attend and speak during the meetings. However, your speaking time can be limited to 3 minutes on each agenda item. You should notify the LWHA president or the ACC chair in advance of the meeting that you wish to speak on certain items.

How can I serve on the Board of Directors or on a committee?

Homeowners are encouraged to sign up for various committees during the annual meeting. Otherwise, a homeowner can contact the chair person of the committee. Volunteer help is always welcome. The Board of Directors is elected at the annual meeting. Volunteering and serving on committees indicates a homeowner's interest in the LWHA and is a basis for being considered for nomination to the board.

Does the Association sponsor any neighborhood activities?

From time to time, neighborhood social parties are held. These are announced by newsletter. In addition, various committees may request volunteer assistance with different work projects.

Does the Association have a web site?

Yes, the web site's address is

<http://home.comcast.net/~gordon.26.2.morgan/LWHA/LWHAIndex.htm>

It's a long one, so be sure to bookmark it.

Assessments

How much is the annual assessment, and when is it due?

The assessment is \$200 a lot and it is due no later than April 1 of each year.

What happens if I miss the April deadline?

The Association will send you a notice or demand for past-due assessments plus interest (8%) and collection costs, including attorney's fees. If you do not pay the total amount due within 45 days, a claim of lien will be recorded against your property. You will then receive a notice that, after 45 days, the Association will bring an action in its name to foreclose the lien on your property. See Article XXXIII, Section 9, of the C&R and section 720.3085, F.S.

What are the annual assessments used for?

Sixty-five dollars of each annual \$200 assessment is deposited to the Road Fund, an interest-earning fund to be used only for road and drainage repairs and improvements. The amount to be deposited to the Road Fund was approved by the membership in the 1980's. The remainder of each assessment is deposited to the Association's checking account, which is the day-to-day operating fund. It is used to pay for utilities, island and road maintenance, insurance, taxes, supplies, copies, postage, a USPS mail box, and required annual reports.

Covenants and Restrictions

What are the Covenants and Restrictions?

The LWHA Covenants and Restrictions (C&R) is a document describing the obligations and authority of the Association, the Board of Directors, and the Architectural Control Committee. It also describes the limitations and obligations imposed on each lot owner. The C&R is recorded as part of each warranty deed for each lot in the neighborhood. Every lot in the neighborhood as well as the common areas are covered by the C&R.

Who must comply with the C&R?

Each member of the Association and each member's tenants, guests, and invitees. The Association also must comply. See section 720.305, F.S.

My neighbor is violating the C&R. What do I do?

Contact a board member (refer to your 2008 LWHA Directory for names and numbers). Or contact the current LWHA president, Mary Anne Koos, 389 Castleton Circle, 422-0224, mkoosfl@aol.com. Please identify yourself and provide the address and the nature of the alleged violation.

Architectural Control Committee

What is the Architectural Control Committee (ACC), what does it do, and for what types of projects must I get advance approval from the ACC?

The ACC is responsible for helping insure the consistency of appearance of the neighborhood by reviewing and approving all house construction and exterior remodeling plans, and approving the removal of trees. See Article VI, Article VII, and Article IX, Section 6, of the C&R.

How do I contact the ACC?

The current chair and contact for the ACC is Will Abberger, 389 Castleton Circle, 422-0224, will.abberger@tpl.org. He will provide a request form and will explain the procedures and the kind of information the ACC will need in order to reach a decision.

What does the C&R and the ACC require for the removal of trees?

Advance written approval must be obtained from the ACC if the tree measures four inches or more in diameter. Trees located within ten feet of the main dwelling or the approved site for the dwelling do not need ACC approval. However, a courtesy call to the ACC contact will let the ACC know what is happening in the event the neighbors express concern about the tree removal. See Article IX, Section 6, of the C&R.

(FAQs revised 4/6/08)

The original and official copy of this document was recorded with the Leon County Clerk of Court on December 30, 1977. It can be found in the Official Records in Volume 885, Page 2151

LINENE WOODS
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into on this 30th day of December, A.D. 1977, by LINENE WOODS, INC, a Florida Corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create facilities, roads and streets, open spaces and other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said drainage easements and facilities, street lights, roads and streets, open spaces, and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, LINENE WOODS HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida and is more particularly described as follows:

Schedule "A" attached hereto and incorporated herein by reference.

ARTICLE II
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Linene Woods Homeowners' Association, Inc.
- (b) "Board" shall mean and refer to the Board of Directors of the Linene Woods Homeowners' Association, Inc.
- (c) "Common Properties" shall mean and refer to those areas of land shown on the plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, and shall specifically include all areas designated as green, and as common easements, roads, and drainage facilities on the plats.
- (d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Lot" shall mean and refer to any plot of land shown upon any map of the properties with the exception of Common Properties as heretofore defined.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXXIII, Section I, hereof.
- (h) "Multifamily Structure" shall mean and refer to any building containing two or more living units under one roof except when each such living unit is situated upon its own individual lot.

- (i) "Owner" 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,
- (j) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.
- (k) "Builder Blocks" shall mean and refer to the parcel of land to be subdivided by the Builder into several home lots. These Blocks shall be subject to all restrictions herein and will be sized to allow a maximum number of lots, which may be utilized, as home sites.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument signed by the then-owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and 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 right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed subsequent to this Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; and (c) to release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in ARTICLE I hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, dock, wall or 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 specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of one (1) or more representatives appointed by the Board, and two (2) or more representatives appointed by the Developers. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reasons, including purely aesthetic reasons connected with future and development plans of the developer of said land or contiguous lands.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of JERROLD R. HINTON, Tallahassee, Florida; TERRANCE H. FREGLY, Tallahassee, Florida, and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any

member of the Committee, the vacancy shall be filled by appointment in the manner described in ARTICLE VI. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. These documents will be retained by the committee until completion of construction and issuance of a certificate of occupancy by the proper authority. In addition, there shall be submitted to the Architectural Control Committee for approval of a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require. Construction will not commence until approval in writing is returned to the owner.

ARTICLE VIII

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type 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. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX

PRESERVATION OF THE NATURAL ENVIRONMENT, LAKES, AND COMMONS AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Commons Areas on plats.

Section 2. The general topography of the landscape, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees, and any and all other unusual features in the Commons Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 3. The Developer, its successors and assigns, shall have the right to protect from erosion the land described as Commons Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer. The Developer, its successors and assigns shall also have the right to cut firebreaks, cut and remove trees.

Section 4. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soils, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants, and/or other facilities within such Commons Areas. Such rights may be exercised by an licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 5. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Commons Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Commons Areas. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

Section 6. No large trees of any kind measuring four (4) inches or more in diameter at a height measured four (4) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 7. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Commons Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 8. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any member or owner any service of any kind. The Association shall, however, have the responsibility

to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 9. Where the Developer, its successors or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any lot or on any lands shown and/or set aside on the plat as Green Areas at any time, unless approved by the Architectural Control Committee.

Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

ARTICLE XI

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of the said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots. The Covenants and Restrictions specified herein shall apply to each such modified building lot or lots so created, and each such lot shall be governed by the provisions of the instant Declaration of Covenants and Restrictions. The developer also reserves the right to sell builder blocks for the express purpose of allowing homebuilders to construct homes and subdivide said blocks into home lots for the purpose of the construction and sale of single-family lots in those blocks by individual Deed Restrictions.

ARTICLE XII

DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,400 square feet.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than 1,200 sq. ft. and must be completely finished as living area, and at least 400 sq. ft. of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

The Architectural Control Committee reserves the right to allow variations of square footage per floor if the Committee determines the style of structure is acceptable and in the best interest of LINENE WOODS.

ARTICLE XIII

BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines by the Leon County Zoning Ordinance for R-1 Single Family homes. In any event, no building shall be located on any lot nearer than 40 ft. to the front lot line, or nearer than 20 ft. to any side street line.
- (b) No building shall be located nearer than 10 feet to an interior lot line and must be at least 20 ft. from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.
- (d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line. In any case, any fence must be approved prior to construction.
- (e) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XIV

EXTERIOR STRUCTURE MATERIALS

The exterior structure material of the exterior wall of dwellings must be specifically approved in writing by the Architectural Control Committee.

ARTICLE XV
GARAGES AND CARPORTS

Each living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face either a side lot line or the rear lot line. The garage may face the front lot line of the property if the garage is enclosed and equipped with doors, or if approved by the Architectural Control Committee. The doors must be constructed of the same materials, paints and stains, as is the wall of the house to provide a visual continuity as an extension of the wall construction of the dwelling.

ARTICLE XVI
OFF-STREET PARKING

Each lot Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the lot. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

ARTICLE XVII
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone or brick, and have a minimum width of thirty (30) inches.

ARTICLE XVIII
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, and limited to, water, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein will not be permitted except upon written approval of the Architectural Control Committee. Electricity shall be run as the supply to the subdivision is run, or underground at the preference of the homeowner.

ARTICLE XIX
WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE XX
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

Whenever an approved sanitary sewer becomes available within 100 ft. of the property, any individual sewage disposal system, device, or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within ninety (90) days thereafter.

ARTICLE XXI
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XXII
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed on the front or any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE XXIII

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States Mail Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXIV

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXV

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences, or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXVI

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections

provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXVII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Developer reserves unto itself, its successors and assigns, a perpetual alienable releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in, or over ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Developer may cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

ARTICLE XXVIII

LIVESTOCK AND POULTRY

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 that they are not kept, bred, or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

ARTICLE XXIX

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or

other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XXX

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Specifically prohibited are motorized vehicles such as mini-bikes or motorcycles run by minors or by others not in the manner as prescribed by the law of the State of Florida or as directed by the Homeowners' Association. There shall be no use of the existing commons areas or gas line easements for any vehicular traffic.

ARTICLE XXXI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. 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, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B Members shall be the Developers. The Class B Member shall be entitled to four (4) votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership at each time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXXII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement 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 provisions herein, the Developer hereby covenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association not later than the 1st day of _January_____, 1979__.

ARTICLE XXXIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by him within the Properties, hereby covenants and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (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 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.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the 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.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1979, the annual assessment shall be Thirty Dollars (\$30.00) per lot. From and after January 1, 1980, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. Any member

paying the annual dues on or prior to June 1 of the year in which same became due, shall be entitled to pay only the sum of Twenty-four (\$24.00). From and after June 1 of each year, the annual dues shall be Thirty Dollars (\$30.00).

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 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 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 assent of two-thirds (2/3) of the votes of Class A 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 thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Sections 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of 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 thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Sections 3 and 4 hereof shall be not increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows;

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject by the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of

commencement. No assessment shall be due until all promised improvements have been completed by the Developer.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment 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 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand furnish at any time to any Owner liable for said assessment a certificate in writing signing by an officer 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 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs 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-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 not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of such action. In the event a judgment is

obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. 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 now or hereafter place upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. 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 as defined in Article 2 hereof; (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 or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE XXXIV

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article 33 hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Costs. The costs of such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is subject under Article 35 hereof, and, as part of such annual assessment or charge, it shall be a lien against said property as theretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article 35 hereof.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 30th day of December, A.D. 1977.

(Corporate seal)

LINENE WOODS, INC.

_____(Seal)
TERRANCE H. FREGLY
It's President

_____(Seal)
DANIEL G. VOLLMER
It's Secretary-Treasurer

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