

1981 AUG 26 P 3 57

CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL

DECLARATION OF RESTRICTIVE
AND PROTECTIVE COVENANTS
OF
HAYES GLEN UNIT 2

WHEREAS, HAYES GLEN, LTD., a Florida limited partnership, hereinafter called "Owner", is the owner of certain real property lying and being in Alachua County, Florida, to-wit:

All of the lots, being serially numbered from one (1) to twenty-five (25), inclusive, in that certain subdivision known as Hayes Glen Unit 2, as per plat thereof recorded in Plat Book "N", page 82, of the Public Records of Alachua County, Florida; and

WHEREAS, such Owner is desirous of selling and conveying such lots, and to provide the restrictions and covenants to run with the titles of each of such lots, as hereinafter stated, for the joint and mutual benefit of the owners and their several respective grantees, successors in title, and their respective heirs and assigns; and

WHEREAS, in order to accomplish the desired end as above provided, the Owner does hereby declare the following restrictions and covenants:

IT IS THEREUPON, BY THESE PRESENTS, hereby stipulated, covenanted, and agreed by and between the undersigned Owner and its several and respective grantees and successors in title, all of whom by the acceptance of the delivery of a deed of conveyance from said undersigned Owner to any lot within the said Hayes Glen Unit 2, as per plat thereof recorded in Plat Book "N", page 82, of the Public Records of Alachua County, Florida, agree that they will comply with and abide by each and every of the following restrictions, conditions, and covenants hereinafter set forth, hereby further agreeing that all of such restrictions shall constitute covenants running with the land and shall be binding upon all persons and entities claiming under the Owner or otherwise having any title or interest in the said lots, and acknowledging that said restrictions are for the benefit of and limitation upon all present and future owners of the lots.

1. The lots shall be used for residential purposes only. No building shall be erected, placed, or permitted to remain on any portion of a lot other than single family dwellings, not to exceed three stories in height, plus a private garage or carport for not less than two vehicles. There may be incorporated in or attached to any such dwelling a garage or carport and storage, laundry, or servants' rooms when such servants' rooms are only for use in connection with and to serve the single family unit. Servants' quarters must be attached to the main residence and may not be erected prior to the construction of the main residence. No detached building or other structure of any kind shall be erected, altered, placed, or permitted to remain on any lot other than a swimming pool, tennis court, cabana, or other structure used solely as an auxiliary appurtenance to a swimming pool or tennis court or as is otherwise herein provided. Appropriate barns, woodworking shops, and hobby shops may be built as detached buildings if they are approved by the Architectural Committee as hereinafter defined, or its successor, and meet all setback requirements. Barns may be constructed in such a manner as to house farm equipment and machinery and recreational vehicles, but shall contain no more than one (1) horse stall per acre, per lot.

PREPARED BY
JAMES F. LANG
211 N.E. FIRST STREET
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2. For the purpose of assuring the development of the lands in the subdivision as a residential area of high standards, no building, fence, gate, or other structure shall be allowed to be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure upon such lot shall have been approved by the Architectural Committee as to quality of workmanship and materials to be used, harmony of the external design with the existing structures in the subdivision, and as to location with respect to topography and finished grade elevation. The Architectural Committee shall initially consist of Kevin Bzoch, Robert R. Rowe, and Gary B. Schneider, until such time as fourteen (14) of the lots have been sold and deeds thereto have been recorded, at which time the owners of all of such lots in the subdivision may elect members of the Architectural Committee. For such purposes, the owners of each lot shall be entitled to one (1) vote, and the members of the Architectural Committee may be lot owners or not. The members of the Architectural Committee shall never be less than two (2) nor more than three (3) persons, and an appropriate instrument, signed by the owners of at least a majority of the lots in the subdivision, designating such members of the Architectural Committee, may be recorded in the Public Records of Alachua County, Florida, and upon such recording, the persons so designated therein as being members of the Architectural Committee shall be conclusively deemed to be so, until the recording of another instrument changing such designation. The initial members, Kevin Bzoch, Robert R. Rowe, and Gary B. Schneider, may resign from membership on the Architectural Committee after fourteen (14) lots have been sold, as aforesaid, but the effective date of their resignation shall not take place until at least thirty (30) days after the delivery of notice to each lot owner of their intention to so resign, thereby giving the lot owners adequate time to elect the new members of the Architectural Committee.

After fourteen (14) of the lots have been sold as aforesaid, in lieu of the continuation of the Architectural Committee, if a homeowners' association has been formed by all of the then lot owners, such homeowners' association shall have the power, through a duly recorded written instrument, to designate a Plan Approving Committee. In the event of death or resignation of any member of such Plan Approving Committee, the homeowners' association shall have full authority to designate a successor. The duly recorded written instrument above referred to shall specifically state and declare that a homeowners' association has been formed, shall designate its officers and/or directors, and shall be executed by the appropriate officers, and shall designate the members of the Plan Approving Committee. Such Plan Approving Committee shall supersede and take precedence over the Architectural Committee, which shall then cease and terminate. The primary function of the Plan Approving Committee shall be the same as the function of the Architectural Committee as herein set forth. Neither the members of the Architectural Committee, nor the members of the Plan Approving Committee, shall be entitled to any compensation for services performed pursuant to this instrument.

All applications for construction approval and all notices of alleged violation of these restrictions must be submitted in writing to the Architectural Committee or the Plan Approving Committee, as the case may be, at 5200 Newberry Road, Suite E-9, Gainesville, Florida 32607, or to such other address as the Architectural Committee or the Plan Approving Committee may, from time to time, determine, after written notice thereof being given to the owners of all lots. The Architectural Committee or the Plan Approving Committee may charge, in their sole discretion, an application fee of Fifty Dollars (\$50.00) in order to defray any

costs which may necessarily be incurred in reviewing and approving such plans, including the cost of the engagement of the services of an architect. Wherever, in these restrictions and covenants, it is required that approval of the Architectural Committee be had regarding any matter, or it is provided that the Architectural Committee has certain rights, duties, or obligations hereunder, such provisions shall likewise be applicable with regard to the Plan Approving Committee, if it is then in existence, instead of the Architectural Committee.

3. No building approval shall be granted until written application shall be made to the Architectural Committee, which application shall include and disclose in detail:

a. The type or nature of building, fence, gate, or other structure to be erected, changed, or altered.

b. Complete written specifications of the material and method of construction to be used or employed.

c. By whom such proposed erection, change, or alteration shall be accomplished.

d. Plans of such proposed building, gate, or other structure accurately drawn to not less than one-quarter inch to one foot scale, with sufficient details to enable a qualified architect to determine the structural soundness and finished appearance of such building, gate, or other structure, and in the event such application shall pertain to any residence or other building, there shall be included a full plan in the four (4) principal exterior elevations.

e. Accurately drawn plot plan showing the location of all existing structures and the location of such proposed erections, changes, or alterations.

f. If the Architectural Committee fails to approve or reject such application in writing within thirty (30) days after the date of its submission, and if no suit to enjoin the erection of such improvements shall have been commenced prior to the completion thereof, then such approval shall not be required and this covenant shall be deemed to have been fully complied with.

4. Fencing of the individual lots must be approved by the Architectural Committee. Such approval shall be based upon reasonable standards regarding the design, dimensions, materials, and location of any proposed fencing, and shall depend upon such fencing being in the interest of maintaining the desirability of the herein described property.

5. No dwelling shall be permitted that has a ground floor area of the main floor area (exclusive of open porches, garages, and carports) less than 2,400 square feet for a dwelling of one story, nor less than 1,600 square feet on the ground floor, and a total of 2,400 square feet for a dwelling of more than one story.

6. No trade, business, or other activity shall be carried on upon any lot nor shall anything be done thereon which may be or shall become an annoyance or nuisance in the neighborhood.

7. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

8. Commercial vehicles shall not be allowed to remain on the streets of the subdivision except when conducting business. If the owner of a lot has a commercial vehicle, it shall be

appropriately shielded so as not to be an unsightly nuisance in the neighborhood.

9. The owner of any lot or lots may keep and maintain upon his property normal household pets. However, no livestock or poultry or other farm animals of any kind, except horses and cows as hereinafter stated, may be placed on any lot. An owner may keep upon any lot any combination of horses or cows which, in the aggregate, do not exceed one (1) such animal per one (1) acre of land located within such lot and in no event may an owner keep more than a total of six (6) such animals, either horses or cows, at any one time on any one (1) lot, notwithstanding the number of acres located therein.

10. No garbage shall be permitted to accumulate on or be burned upon any lots subject to these restrictions.

11. No boats, boat trailers, recreational vehicles, or travel trailers shall be allowed on any lot unless they are appropriately hidden from the streets and neighboring lots by walls or shrubbery, located within the building setback lines as defined herein.

12. Should the topography, natural elements, or other compelling circumstances make it substantially impossible to comply with the building restrictions herein set forth with respect to any lot, the owner of said lot may apply to the Architectural Committee for a variation or waiver of the restrictions. If approved, said variation or waiver shall thereafter apply to the subject lot.

13. No building shall be located closer than twenty-five (25) feet to any boundary line of a lot or closer than the setback lines as shown on Plat of Hayes Glen Unit 2 recorded in Plat Book "N", page 82, of the Public Records of Alachua County, Florida.

14. The lots may not be divided or subdivided in any manner.

15. All persons, firms, and corporations who may hereafter succeed to the title or acquire any lien or interest against or in the above described real property and improvements situate thereon, do hereby jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns and shrubbery in a neat and attractive condition. The owners of lots shall be responsible for the upkeep and maintenance of their particular lots both prior and subsequent to construction of the residence. Lots shall be mowed and kept free of trash in a reasonable and orderly manner. If such maintenance does not occur, then the Architectural Committee, or the homeowners' association, if there is one, or any other lot owner, after reasonable written notice to the lot owner failing to maintain his lot, shall be empowered to conduct and/or correct the aforementioned maintenance and upkeep requirements, and thereafter to record and enforce a lien against such lot for collection of all costs and expenses, together with interest at the highest rate allowed by law to be charged thereon. Such a lien may be enforced and foreclosed upon in like manner as a real property mortgage, and upon the successful enforcement or foreclosure thereof, the Plaintiff shall be entitled to reasonable attorney's fees and court costs as may be determined by the court.

16. Any owner may place and install a satellite dish antenna on his lot, so long as it is located and placed in the backyard, behind the house or other building improvement, but

within the subject setback lines. For the purposes of this paragraph, the term "backyard" shall mean that portion of a lot which lies behind a plane that is an extension, across the lot, of the most rear portion of the residence located on such lot, away from the street which it fronts. The satellite dish antenna shall be located in such a fashion as to shield it as much as possible from view of persons in other lots surrounding it and from street view. So far as minimizing the visibility and maintaining consistency, the satellite dish antenna shall be black in color and in no event shall the satellite dish antenna exceed twelve (12) feet in diameter. Any and all antennas for televisions, including satellite dish antennas, radios, ham radios, etc., must be approved by the Architectural or Plan Approving Committee.

17. These covenants are to run with the land and shall be binding upon all persons claiming under the owners and all persons owning or residing on any lot, and shall be binding for a period of thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of a majority of the lots it is agreed to change said covenants in whole or in part.

18. Invalidity of any one of the restrictions contained herein by judgment or order of any court shall in no wise or manner affect any of the other provisions or restrictions contained herein and all of such restrictions shall remain in full force and effect.

19. Any owner of any lot in said subdivision who shall be hereafter guilty of violating any one or more of the foregoing restrictive covenants shall be required to respond in damages to any or all owners of other lots protected by these restrictions, or the Architectural Committee or the homeowners' association, as the case may be, and, in addition, shall be required to remove and correct such violation; and, in addition to such damages and such action, shall pay to any party or parties who shall successfully conclude such violation a reasonable fee for the services of their attorneys in their behalf, together with any and all other costs lawfully taxed in such proceedings.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 25th day of August, 1987.

Signed, sealed, and delivered
in our presence as witnesses:

HAYES GLEN, LTD.

Bessie E. Holland
James F. Lang

By: GREENE & ROWE INVESTMENTS, INC.
Its General Partner
By: Robert R. Rowe
Robert R. Rowe
Its President



STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert R. Rowe, as President of Greene & Rowe Investments, Inc., sole General Partner of HAYES GLEN, LTD., to me known to be the person described in and who

executed the foregoing Declaration of Restrictive and Protective Covenants of Hayes Glen Unit 2, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 25th day of August, 1987.

Barrie E. Hollander

Notary Public
State of Florida at Large
My Commission Expires

