

# GRAMERCY PLANTATION

EASTPOINT, FLORIDA

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRAMERCY PLANTATION

THIS DECLARATION is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **Gramercy Plantation, L.C., a Florida limited liability company**, whose address is 169 Gramercy Plantation, Eastpoint, Florida 32328, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Franklin County, Florida, and more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "**Exhibit A**" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. "Architectural Committee" shall mean the Architectural Control Committee.

Section 2. "Association" shall mean and refer to Gramercy Plantation Owners' Association, Inc., its successors and assigns.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association consists of any common areas, easements, and conservation easements depicted on the Plat of Gramercy Plantation. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Declarant" shall mean and refer to Gramercy Plantation, L.C., and its

successors and assigns if such successors or assigns should acquire and assume all rights and responsibilities of the Declarant under this Declaration by written agreement.

Section 6. "Improvement" shall mean all buildings, outbuildings, alterations, additions, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines, docks, piers and any other structure, of any type or kind.

Section 7. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.

Section 8. "Lot" shall mean and refer to each lot and parcel designated on the Plat of Gramercy Plantation with the exception of any Common Area.

Section 9. "Maintenance" shall mean the exercise of reasonable care to keep the streets, common areas, easements, landscaping, drainage, recreational facilities, docks, and other amenities used in common by lot owners in aesthetically pleasing, good and functioning condition.

Section 10. "Member" shall mean every person or entity that holds membership in the association.

Section 11. "Notice" shall mean, unless otherwise specifically required in this Declaration, notice mailed, postage paid, 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 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Plat of Gramercy Plantation" shall mean and refer to the plat of Gramercy Plantation to be recorded in the Public Records of Franklin County, Florida. A copy of the preliminary plat is attached hereto as "**Exhibit B**". The preliminary plat is subject to change.

Section 14. "Properties" and "Subdivision" shall mean and refer to that certain real property described in "**Exhibit A**" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Street" shall include any street, drive, boulevard, road, way, terrace or court as shown on the plat.

## ARTICLE II

## **PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the right to use of the Common Area and facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded); and

(d) the right of the Association to adopt rules and regulations not inconsistent with this Declaration concerning the use and enjoyment of the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the property.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot: all such persons shall be members; the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot; and one person shall be designated to cast any vote.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs

earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) at such time as the Declarant elects to terminate the Class B membership.

#### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned 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 such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) fines, such assessments and fines to be established and collected as hereinafter provided. The annual and special assessments and fines, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or fine is made. Each such assessment and fine, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due or fine was imposed. The personal obligation for delinquent assessments or fines shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Nine Hundred Sixty and No/100 Dollars (\$960.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration, shall be fixed at a uniform rate for all Lots, subject to the provisions of Section 7 below. Assessments may be collected on an installment basis or annual basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot, except as hereinafter provided. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding anything to the contrary contained herein, as long as there is a Class B membership and the Declarant pays any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association, the Declarant may elect to be excused from payment of annual assessments related to Lots owned by the Declarant. In the event the Declarant elects to be excused from payment of annual assessments, the Declarant may at any time thereafter elect to have all Lots owned by the Declarant subject to assessments. Upon such election, the Declarant's liability for operating expenses shall cease and the Lots owned by the Declarant shall be subject to assessment. As each Lot becomes subject to assessment, the annual assessment shall be prorated according to the number of months remaining in the calendar year.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of twelve percent (12%) per annum or at the prime rate, as published in the Wall Street Journal, plus four percent (4%), whichever is greater, not to exceed, however, the maximum rate of interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local governmental or public authority for utility purposes shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE V EASEMENTS AND DEDICATION**

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under all areas depicted on the Plat of Gramercy Plantation as easements, streets, entrances, docks, stormwater facilities and conservation areas.

Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

## **ARTICLE VI ARCHITECTURAL CONTROL**

Section 1. Approval Required. No building, fence, wall, outbuilding, landscaping or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed in accordance with this Article (the "Architectural Committee"). In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed.

Section 2. Membership. The Declarant shall appoint the initial Architectural Committee. The Declarant will attempt to appoint an Architectural Committee from the following:

- A. The Declarant or Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board of Directors shall have the authority to make the appointment in Declarant's place;
- B. An architect;
- C. A landscape architect;
- D. A builder;
- E. A real estate agent or broker; and
- F. A member or members of the Association owning a Lot within the Subdivision.

The Board of Directors shall have the authority, but shall not be required, to pay compensation to the members of the Architectural Committee. The members of the Architectural Committee shall serve at the pleasure of the Board of Directors. Subsequent members of the Architectural Committee shall be appointed by the Board of Directors and may include any Member of the Association and/or any Board of Directors member.

Section 3. Application Procedures. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan, to include all removal of trees, underbrush and vegetation.
- (5) Detailed plan for controlling sedimentation.
- (6) The name of the contractor who will perform and be responsible for all work and the contractor's state license number, mailing address, electronic mail address and telephone number.

Section 4. Design Criteria. The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner. The following are the initial design criteria which are intended to establish minimum standards and guidelines:

- 1) Exterior siding material shall consist of brick, stone, vinyl siding, a high grade of cedar, cypress or redwood siding, cementitious lap siding, stucco, synthetic stucco or a combination.
- (2) Roof materials shall consist of cedar shake, concrete or clay tiles, pressed metal shingles or standing seam galvalume (or equivalent) metal roofs.
- (3) The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby houses.
- (4) Highly reflective and bright colors are prohibited.
- (5) Unless otherwise approved by the Architectural Committee, all houses constructed on a slab shall be a built-up slab with a minimum of one step up from the finished walkway to the interior floor elevation.
- (6) Unless otherwise approved by the Architectural Committee, all brick houses shall be brick on all sides. Unless otherwise approved by the Architectural Committee, all stucco houses shall be stucco on all sides.
- (7) Chimney stacks shall be on foundations and be veneered with brick, stone, vinyl or



stucco to match the exterior of the house. All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.

(8) Any plumbing and heating vents penetrating the roof must be located at the rear of the house or to a side of the house not visible from a roadway, and stacks, vents and flashings must have a dark finish to match the color of the roof.

(9) All exposed foundations shall be finished consistent with the exterior siding material.

(10) Exterior shutters shall be vinyl or other material which does not require painting and will withstand harsh weather conditions.

(11) Storm doors shall not be allowed. Roll-up hurricane shutters shall be allowed.

(12) Garage doors shall not be constructed of wood. Garage doors shall have a minimum of a ten (10) year warranty against rust and corrosion.

(13) Limerock driveways shall be covered with pea gravel, #57 limerock stones or other material approved by the Architectural Committee.

(14) Roofs shall have a 6/12 minimum roof pitch.

(15) Windows shall be of a quality that will withstand harsh weather conditions.

(16) Any dock or pier shall be subject to the approval of the Architectural Committee and the Declarant and will be further subject to approval and permitting by all governmental authorities having jurisdiction. Costs of permitting and construction shall be the sole responsibility of the Owner. No private dock shall exceed 150 feet in length unless approved by the Declarant in the Declarant's sole discretion.

Section 5. Purpose and Discretion. The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with the existing or proposed improvements to the Lots.

(2) General quality in comparison with the existing improvements to the Lots.

(3) Location in relation to surrounding improvements.

(4) Location in relation to topography.

(5) Changes in topography.

(6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

Section 6. Approval Process. A decision regarding approval of a house plan for a particular Lot will be returned to the applicant in writing no later than thirty (30) days after receipt of complete plans by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans, in a form acceptable to the Architectural Committee, have been submitted to it, the applicant shall give by certified or registered mail written notice to the Architectural Committee stating that no action was taken for thirty (30) days and shall request immediate action within ten (10) days of such notice. If the Architectural Committee fails to approve or disapprove the plans within said ten (10) day period, then approval of said plans shall be deemed to have been given. The applicant shall agree in writing to all changes made to the house plans as mutually agreed by both the Architectural Committee and the applicant. Thereafter, no changes may be made to the plans without the express written approval of the Architectural Committee as set forth in this approval process. Within ten (10) days after the completion of construction of any improvement in the Subdivision, the Owner, builder or other agent for the Owner, shall give written notice to the Architectural Committee that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Architectural Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found. This response from the Architectural Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Architectural Committee shall make such recommendations to the Board of Directors as it deems necessary for enforcing compliance with the approved plans and specifications. In the event the Architectural Committee fails to inspect the improvement

and notify the Owner in writing as to the defects within twenty (20) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

**ARTICLE VII  
LAND USE AND BUILDING TYPE**

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings, swimming pool and related amenities as approved by the Architectural Committee. There shall be no prohibition against transient rentals or other leasing of an improved Lot.

**ARTICLE VIII  
SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing and the portion of the Lot remains buildable. Such approval shall be in the sole discretion of the Declarant.

**ARTICLE IX  
DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,400 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,800 square feet for a dwelling of more than one story, exclusive of open porches, patios, terraces, storage areas and garages, provided that the floor area of the entire dwelling contains at least 1,000 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed 50 feet in height.

**ARTICLE X  
BUILDING AND FENCE LOCATION  
AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no portion of any building shall be located on any Lot: in violation of applicable set-back restrictions under the Franklin County Zoning Code; or in violation of the set-back restrictions established and depicted on the Plat of Gramercy Plantation. For the purposes of this Article X, 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 site. No fence shall be located nearer to the front Lot line than the rear corners of the primary building or nearer than fifteen (15) feet to any street. The location and design of any fence must be approved by the Architectural Committee in accordance

with Article VI of this Declaration. The detached single-family residence shall face the street. No tree or other landscaping shall be placed or permitted to remain on any Lot South of Gramercy Plantation Blvd., if such tree or landscaping obstructs the view from the building location of any other Lot South of Gramercy Plantation Blvd.; provided, however, the foregoing shall not be applicable to existing native vegetation or to landscaping which is located within fifteen (15) feet of the exterior walls of a dwelling. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

## **ARTICLE XI GARAGES AND CARPORTS**

Each building shall have a functional garage attached thereto or detached which shall be designed to accommodate the parking of at least two (2) automobiles and which shall be equipped with an automatic garage door opener. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The layout of all detached garages shall be approved by the Architectural Committee, provided, however, the entrance shall not be permitted to face the front lot line of the Lot.

## **ARTICLE XII NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## **ARTICLE XIII TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

## **ARTICLE XIV SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except security signs approved by the Architectural Committee and except signs used by Declarant and its agents to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots.

## **ARTICLE XV ANIMALS AND CROPS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot,

provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than three (3) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All pets shall at all times be: confined within the Owner's dwelling or within fenced areas approved by the Architectural Committee; securely on a leash; confined within the boundaries of a Lot by an invisible fence system; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

**ARTICLE XVI  
RADIO AND TELEVISION ANTENNA,  
HVAC EQUIPMENT,  
FENCING AND TANKS**

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties except a satellite-dish antenna of eighteen (18) inches or less in diameter may be installed if such installation and the location, color and design of the antenna have been approved by the Architectural Committee. All heating and air conditioning equipment shall be located to the rear of the dwelling or concealed by shrubbery in a manner approved by the Architectural Committee. No window heating and/or air conditioning units shall be allowed. No fence shall be located on any Lot unless the installation, color and design of the fencing have been approved by the Architectural Committee. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

**ARTICLE XVII  
MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any Lot. All mailboxes shall be located in clusters in areas designated by the Declarant or the Board of Directors. All mailboxes shall be purchased from the Declarant until the Class B membership ceases and thereafter from the Association.

**ARTICLE XVIII  
EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building, including shutters, doors and windows, located on the Lot in a neat and attractive condition. Each Owner shall maintain all glass in doors, sidelights and windows and replace the glass as necessary when cracked, broken or fogged. All personal property kept on a Lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home, provided, however, this provision shall not be construed to permit junk cars, old appliances or the like being kept anywhere on the Lot, including in the front, on the side or to the rear of the Lot. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Architectural Committee. If an Owner shall fail to comply with the requirements of this Declaration, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest at the maximum rate allowed by law, or eighteen percent (18%) per annum if no maximum limit is in effect, and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

**ARTICLE XIX  
BOATS, TRAILERS,  
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane, commercial vehicle, or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage. A parking area for boats, motor homes, campers, vans and recreational vehicles may be established and maintained by the Association. The use of such parking shall be subject to available space.

**ARTICLE XX  
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise

created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

### **ARTICLE XXI VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

### **ARTICLE XXII 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 any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority approved by the Board of Directors.

### **ARTICLE XXIII RECREATIONAL AND PLAYGROUND EQUIPMENT**

Recreational and playground equipment shall be located in the rear yard only. All such equipment shall be placed close to the rear of the dwelling so as not to unduly impact on the view from a neighbor's dwelling. Such location and equipment shall be subject to approval by the Architectural Committee. The Architectural Committee may require heavy landscape screen buffers. The construction of outbuildings, tree houses, dog houses, dog kennels and greenhouses are permitted only upon prior written approval of the Architectural Committee and will be considered on an individual lot-by-lot basis, with the location, design, construction and landscape screening subject to approval by the Architectural Committee. Basketball goals are acceptable upon prior written approval of size and location by the Architectural Committee.

### **ARTICLE XXIV DRIVEWAYS**

All residences shall have a clearly defined driveway, and all driveways shall be constructed of permeable material consistent with Department of Environmental Protection regulations, as may be approved by the Architectural Committee. The exposed

portion of driveways shall not be made of oyster shells.

## **ARTICLE XXV OUTSIDE LIGHTING**

Floodlighting or any other outside lighting with high intensity, bright lamps is prohibited. Indirect and low level surface lighting is required.

## **ARTICLE XXVI LANDSCAPING**

Only native vegetation shall be used for landscaping. All landscaping shall be in compliance with Department of Environmental Protection regulations. No native vegetation shall be removed from the homesite except such removal as is reasonably necessary for the construction of improvements and landscaping as approved by the Architectural Committee. No significant vegetation shall be removed from any Lot without the approval of the Architectural Committee. Only pesticides, herbicides and fertilizers that are consistent with the USDA-SCS Soil Pesticide Interaction Rating Guide will be used. Only pesticides that have a minimum potential for leaching or loss from runoff, and only chemicals with a half-life of seventy (70) days or less will be used. Fertilizers, pesticides, and herbicides which cannot be analyzed in a laboratory will not be applied on site. Spraying unauthorized chemicals shall render the Owner personally liable for any pollution created by said chemicals. Additions to the normal landscape such as birdbaths, statues, water and fish pools, benches, rock or brick borders, wagon wheels, pink flamingos and any other such yard decorations are prohibited in the front and side yards.

## **ARTICLE XXVII CONSTRUCTION ACTIVITIES**

All construction vehicles shall enter the Lot on driveways only and shall not damage trees. Grading and excavating work shall be contained on the building site. Backfilling of trees shall not be permitted. All building debris must be removed and building site kept clean during construction. No tree eight (8) inches in diameter or greater shall be cut or otherwise removed without prior approval of the Architectural Committee. In the event of any violation of this Article, all work shall cease until the Lot is restored in a manner approved by the Architectural Committee.

## **ARTICLE XXVIII MAINTENANCE OF STREETS AND ROADWAYS**

The Association shall be responsible for maintenance, as defined herein, within the Subdivision. The Association shall be responsible for the maintenance of the streets within and to the Subdivision as follows:

A. The Association shall be solely responsible for the maintenance of the streets within



the Subdivision commencing at the guard gates, as shown on the plat attached hereto as **Exhibit B.**"

B. The Association and Gramercy Plantation Commercial Owners Association, Inc., shall share responsibility for the maintenance of the roadway between U.S. Highway 98 and State Road 65 which bounds the retail, commercial and hotel tract, as shown on the plat attached hereto as **Exhibit B** (the Common Roadway). Such maintenance shall include the repair, replacement and maintenance of the paved streets, drainage, landscaping, irrigation and common signage within the Common Roadway. The Association and the Gramercy Plantation Commercial Owners Association, Inc., shall each be responsible for fifty percent (50%) of the costs associated with the maintenance of the Common Roadway.

C. The responsibilities for the maintenance of Common Roadway are set forth in further detail in the Maintenance Agreement between the Association and the Gramercy Plantation Commercial Owners Association, Inc.

#### **ARTICLE XXIX WATER AND SEWER SERVICE**

Each Owner will be responsible for any connection fees payable to Eastpoint Water and Sewer District, or any successor, for water service. Each Owner will be further responsible for all other water usage and service fees and charges. Wastewater hook-up will be aerobic septic tanks constructed at each Owner's expense. In the event Eastpoint Water and Sewer District, the Declarant or any other third party constructs a central sewer collection system servicing the Properties at any time in the future, each Owner will be obligated to connect to the system, cease using the individual aerobic septic tank system and pay to the owner of such central sewer collection system, or such owner's assigns, all connection fees and sewer usage and service fees. At such time as an Owner constructs a dwelling on a Lot, the Owner shall install a dry sewer line from the house to the property line to facilitate future hook-up to any central sewer collection system that may be provided.

#### **ARTICLE XXX BUFFER, CONSERVATION EASEMENT AND ENVIRONMENTAL PROTECTION**

A natural vegetation buffer shall be maintained and no structures or impervious surfaces shall be constructed within fifty (50) feet of certain water or wetlands as identified on "**Exhibit B**" attached hereto and incorporated herein, and as provided in the Amended Development Order issued by the Board of County Commissioners of Franklin County on December 3, 1996, and recorded in Official Records Book 568, Page 157, of the Public Records of Franklin County, Florida (the "Amended Development Order"). The foregoing fifty (50) foot buffer and jurisdictional wetlands within the Subdivision are subject to a Conservation Easement recorded in the Public Records of Franklin County, Florida (the "Conservation Easement") to insure wetlands are not altered from their

natural condition and structures or impervious surfaces are not constructed within the fifty (50) foot buffer. All Owners and their tenants, guests and invitees shall fully comply with all terms and conditions of the Conservation Easement. The Association shall be responsible for monitoring the property subject to the Conservation Easement, and the Association shall have the right to take such actions as may be required to ensure compliance with the Conservation Easement and all terms and conditions of the Amended Development Order. Any Owner who violates any term or condition of the Conservation Easement or the Amended Development Order shall be responsible for and pay all costs, damages, fines and expenses resulting from such violation.

### **ARTICLE XXXI DECLARANT'S DEVELOPMENT RIGHTS**

Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all or any part of the Subdivision actually owned or controlled by the Declarant or upon the Common Areas, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

- A. Erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Properties as a residential community and disposing of the Lots by sale, lease or otherwise;
- B. Conducting the Declarant's business of completing and establishing the Properties as a residential community and marketing of the Properties in Lots;
- C. Maintaining such sign or signs as may be reasonably necessary in connection with the sale and marketing of the Lots;
- D. Provided, however, that operations being conducted under subparagraphs A., B., and C. immediately above shall be permitted upon only those parts of the Properties owned or controlled by the Declarant and the Common Areas.

### **ARTICLE XXXII SHARED COMMON AMENITIES**

The swimming pool, tennis courts and jogging trails constructed or to be constructed on the Common Areas will be subject to the use of the owners of the property described in "**Exhibit C**" attached hereto (the "Hotel Site") and such owners' guests and invitees. The Declarant intends that the Hotel Site will be sold as a hotel site and improved as a hotel. The Common Areas on which the swimming pool, tennis courts and jogging trails are located or to be located will be subject to an easement in favor of the owners of the Hotel Site and their guests and invitees for the use of such amenities. Such use shall be subject to the owners of the Hotel Site contributing to the Association forty percent (40%) of the operating costs directly attributable to such amenities including all utilities and other

operational costs, maintenance, repairs and replacements. The obligation of the owners of the Hotel Site shall commence upon the issuance of a certificate of occupancy for the hotel and such obligation shall apply to the operating costs incurred subsequent to the issuance of the certificate of occupancy.

## **ARTICLE XXXIII GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's agent, contractor, tenant, guest, invitee or family member to use Common Areas and facilities and may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner by reason of any violation of any term, covenant, condition or restriction set forth in this Declaration, by such Owner or such Owner's agent, contractor, tenant, guest, invitee or family member. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements for a hearing do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due. The failure of the Declarant, 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. The Declarant may annex to the Properties any of the property described in "**Exhibit D**" attached hereto at such time or times as the Declarant, in its sole discretion, may elect without the consent or approval of members. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Any such annexation provided for herein shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of

ten (10) years. This Declaration may be amended (i) with the consent of seventy-five percent (75%) of all Lot Owners, together with (ii) the approval of the Board of Directors. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the secretary or an assistant secretary of the corporation. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

**Gramercy Plantation, L.C.**

\_\_\_\_\_

Print or type name.

\_\_\_\_\_

\_\_\_\_\_

Print or type name.

By: \_\_\_\_\_

Name:

Its:

(Corporate Seal)

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Gramercy Plantation, L.C., a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name.

**NOTARY PUBLIC**

My Commission Expires: