

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration", is made on the date hereinafter set forth by GREEN LEAF HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "GLHA".

WITNESSETH:

WHEREAS, GLHA is the successor to COMMUNITY DEVELOPERS OF GAINESVILLE, INC., which by its Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1405, Pages 590 through 616 of the Public Records of Alachua County, Florida, hereinafter referred to as the "original Declaration", subjected certain properties set forth therein to certain covenants, conditions and restrictions and

WHEREAS, such original Declaration was amended by documents recorded at Official Records Book 1500, Pages 547 through 550, Official Records Book 1533, Pages 650 through 652, and Official Records Book 1557, Pages 276 through 278, all references being to the Public Records of Alachua County, Florida, which amendments subjected certain other properties to the original Declaration and made certain amendments thereto; and

WHEREAS, COMMUNITY DEVELOPERS OF GAINESVILLE, INC. no longer has any right, title or interest in and to the properties subject to the original Declaration, as amended; and

WHEREAS, GLHA has properly taken control of the Homeowners Association from COMMUNITY DEVELOPERS OF GAINESVILLE, INC., and is duly entitled to act for the members of the Association; and

WHEREAS, the original Declaration provides for its amendment in Article v, Section 3, by and instrument signed by not less than ninety percent (90%) of the Lot Owners; and

WHEREAS, GLHA, as the duly authorized representative of the Lot Owners, wishes to amend certain provisions of the original Declaration; and

WHEREAS, for the purposes of clarity and understanding by the membership of the association, GLHA wishes not only to amend the original Declaration but to incorporate the original Declaration and all of its amendments as hereinafter adopted into this Amended and Restated Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, GLHA intends that the original Declaration, as amended, no longer have any force or effect, as such original Declaration, as amended, is to be replaced by this Amended and Restated Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the properties subject to the original Declaration, as amended are described as:

Lots one (1) through Forty-eight (48) of GREEN LEAF, UNIT NO. 1, as per plat thereof recorded in Plat Book "K" at Page 81 of the Public Records of Alachua County, Florida,

AND

Lots one (1) through Twenty-five (25) of GREEN LEAF, UNIT NO. 2, as per plat thereof recorded in Plat Book "K" at Page 94 of the Public Records of Alachua County, Florida,

AND

Lots Twenty-six (26) through Thirty-one (31) of GREEN LEAF, UNIT III, a subdivision as per plat thereof recorded in Plat Book "M" at Page 4 of the Public Records of Alachua County, Florida,

AND

Lots Thirty-two (32) through Thirty-nine (39) of GREEN LEAF, UNIT IV, a subdivision as per plat whereof recorded in Plat Book "M" at Page 23 of the Public Records of Alachua County, Florida,

AND

Lots Forty (40) through Forth-eight (48) of GREEN LEAF, UNIT V, a subdivision as per plat thereof recorded in Plat Book "M" at Page 33 of the Public Records of Alachua County, Florida;

NOW, THEREFORE, in consideration of the above premises, which are incorporated herein by this reference, GLHA hereby declares and restates that all of the properties described above 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 such properties, which shall run with, benefit and burden such properties, be binding on all parties having any right, title or interest in or to any part of the described properties, including their heirs, successors and assigns, and which shall inure to the benefit of each of the properties' Owners.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to GREEN LEAF HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "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 3. "Properties" shall mean and refer to that certain real property hereinbefore described,

and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

See Schedules of Common Areas, which Schedules are incorporated herein and made a part hereof by reference.

Section 5. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the properties with the exception of the Common Areas, which are made subject to this Declaration of Covenants, Conditions and Restrictions.

Section 6. "Unit" shall mean and refer to any single-family permanent living structure on any Lot.

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 admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rd) of each class of members has been recorded.

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 tenants, or contract purchases 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 be all Owners, and the Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any one Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Unit.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Any Owner of any Lot by acceptance of a deed thereto, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge to the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's 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. The personal obligation for delinquent assessments shall not pass to the 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 of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessment. The annual assessment shall be FORTY AND NO/100 DOLLARS (\$40.00) per Unit for the calendar year assessed, due on June 1 and payable no later than July 1 of the year assessed.

(a) The maximum annual assessment for any Unit may be increased not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment for any Unit may be increased above five percent (5%) by a vote of two-thirds (2/3rd) 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 fix the annual assessment at 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 two-thirds (2/3rd) 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 Sections 3 and 4 shall be sent to all members not fewer than thirty (30) days nor more than sixth (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast the majority of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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.

(a) Unimproved Lots shall not be assessed by the Association.

(b) Newly-improved Lots shall be assessed on a prorated annual basis for that part of the year from the date of issuance of a Certificate of Occupancy for the Unit(s) until the end of the assessment year, or upon the closing of the sale or the transfer of said Unit(s), whichever comes first. The subsequent Owner of record of the Unit(s) shall be assessed the amount from the day after closing through the end of the assessment year.

(c) Upon the sale or the transfer of an existing finished Unit, the previous Owner of record shall be assessed the prorated amount from the beginning date of that year's annual assessment until closing. The subsequent Owner of record shall be assessed the amount from the day after closing through to the end of the assessment 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

maximum rate allowable by Florida 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 assessment provided for herein shall be subordinate to the lien of any first mortgage. 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, 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.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction 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. 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 during the first twenty (20) year period by the written approval of not less than two-thirds (2/3rd) of the Owners, and thereafter by an instrument signed by not less than three-fifths (3/5th) of the Owners. Any amendment must be recorded in the Public Records of Alachua County, Florida and shall contain a certificate acknowledged by the president and secretary of the Association that the required written approval of the Owners has been obtained and filed with the records of the Association.

ARTICLE VI

RESTRICTIONS

Section 1. Purposes. All Lots shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any Lot other than multiple family apartment buildings and customary accessory building. Lots 1, 2, 3, 4, 7, 8, 9, 10, 13, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 in UNIT I and Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in UNIT II shall be designated as four-unit multiple-family apartment Lots and no more than four (4) multiple-family apartment Units may be constructed upon said Lots. Lots 5, 6, 11,

12, 14, 15, 20, and 21 of UNIT I and Lot 7 in UNIT II shall be designated as six-unit multiple-family apartment Lots and no more than six (6) multiple-family apartment Units may be constructed upon said Lots.

Section 2. Architectural Control. For the purpose of insuring the development of the lands in the subdivision as a multi-family residential development of high standards, no buildings, improvement, fence, mailbox or structure shall be allowed to be erected, placed or altered on any of the said Lots until the construction plans and specifications and the plans showing the location of the structure upon the Lot shall have been approved by an architectural committee, or its successors, as to quality of workmanship, quality and type of 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. Approval shall be at the complete discretion of the Architectural Control Committee. The membership of the Architectural Committee shall be designated by the Board of Directors of the Association. The Architectural Committee shall consist of not fewer than three (3) nor more than five (5) members as may be determined by the Board of Directors of the Association. All committee members shall serve without compensation, but the committee shall have the authority to employ architects or other professional consultants to assist the committee. Each member of the committee shall serve at the pleasure of the Board of Directors of the Association. The members of the initial Architectural Committee shall be the officers of Green Leaf Homeowners Association, Inc.

All applications for construction approval and all notices of alleged violation of these restrictions must be submitted initially in writing to: the Architectural Control Committee, c/o Green Leaf Homeowners Association, Inc., 5745-155 S.W. 75th Street, Gainesville, Florida 32608. The Architectural Committee will not review an application unless such application shall include and disclose in detail:

- (a) The type or nature of all buildings, fences, mailboxes or other structures to be erected, changed or altered;
- (b) Specification of the material and method of construction to be used or employed;
- (c) Plans of such proposed buildings, fences, gates, mailboxes or other structures accurately drawn to not less than one-quarter (1/4) inch to one (1) foot scale, with sufficient details to enable a qualified architect to determine the structural soundness and finished appearance of such buildings, fences, gates, mailboxes or other structures, and there shall be included a full plan in the four principal exterior elevations.
- (d) Accurately drawn plot or site and landscape plan showing the location of all existing structures and the location of such proposed erection, repairs, changes or alterations, including the location of all mailboxes and location and type of all landscaping.

If the Architectural Committee fails to approve or reject a properly submitted 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 compliance with this covenant shall be deemed to have been fully accomplished. The Architectural Committee may adopt further rules and regulations from time to time regarding the form and content of plans and specifications required to be submitted. Approval of plans and specifications shall not be unreasonably denied.

Section 3. Nuisance. No trade, business or other activity shall be carried on upon any Lot or within any structure situate upon the subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All Lot set-back areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 4. Prohibitions. No tent, trailer, shack, shed, storage building, tank, barn, pen, kennel, outdoor clothes line, playhouse or any other temporary or accessory building or structure may be erected or permitted to remain on any Lot at any time. During periods of construction upon any Lot, no temporary trailers may be used for living accommodations, nor shall travel trailers, mobile homes, campers, motor homes or the like be used as living quarters on the property at any time, but construction buildings or construction trailers shall be permitted on a Lot during periods of construction.

Section 5. Garbage and Trash. There shall be no burning of garbage, junk or trash within the subdivision. NO garbage or trash shall be permitted to accumulate on any Lot, and all garbage, junk, trash and the like shall be removed from any Lot at the expense of the Owner if such is not removed by the Owner within thirty (30) days of receipt of written notice from the Architectural Committee mailed to the Lot Owner by certified or registered mail. Such expense shall have the same force and effect as an assessment upon the Lot.

Section 6. Landscaping. Each Owner upon completion of construction of the improvements upon each such Lot shall be required to sod between the street curb and the parking areas with Argentine Bahia sod and shall sprig all cleared areas in side and back yards. Additionally, each Owner shall plant in the front yard of each Lot at least six (6) woody ornamental plants and complete all landscaping previously approved by the Architectural Committee.

Section 7. Parking. Each Owner, upon and as a part of the development of his respective Lot, shall be entitled to at least two (2) on-site improved and paved parking spaces for each Unit upon the Lot. Each existing Unit shall be entitled to the use of two (2) such parking spaces.

Section 8. Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common house-hold pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 10. Vehicles. No trailer, utility trailer, house trailer, bus or truck over one-half (1/2) ton capacity shall be parked or maintained on said property or any portion thereof.

Section 11. Repair Work. No repair work on automobiles or mechanical vehicles or any other like work shall be performed on said property or any portion thereof.

Section 12. Setback Lines. The construction on any Lot, tract, or parcel shall be in conformity with the setback restrictions as to any Lot lines as shown or said plat or under the rules and regulations of the governing body having jurisdiction of same in which this property is located whichever shall result in the greater setback from the Lot line.

Section 13. Construction Materials. All structures to be constructed upon any Lot shall be constructed on N. 1 Buff Colored Concrete Block in one of the following styles: 8x8x16 Smooth Face; 8x8x16 Split Face; 4x8x16 Smooth Face; 4x8x16 Split Face; 8x8x16 Scored; and cedar siding of type and design to be approved by the Architectural Committee. Combinations of these materials must also be approved by the Architectural Committee. Also, all improvements shall have aluminum fascia and soffits, and the frames of all exterior windows shall be made of bronze anodized aluminum. In the event these required building materials shall not be available at the time of construction, the Architectural Committee shall have the authority to approve substitute materials of equal quality and similar character.

Section 14. Construction. Any construction commenced upon said property shall be completed within six (6) months from the date of first delivery of any material to the site of said construction, unless otherwise approved by the Architectural Control Committee.

Section 15. Square Footage. No Unit shall be permitted on any Lot wherein the living area is smaller than eight hundred (800) square feet in area per Unit.

Section 16. Refuse Containers. Each Owner shall provide and maintain for the use of the residents of each dwelling Unit on each Lot adequate refuse can holders which shall be enclosed and constructed so as to be invulnerable to common animals. Such containers shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining Lots. Plans for such refuse containers shall be provided by the Architectural Control Committee. Disposal of all refuse shall be effected by the municipal waste disposal service servicing the S.W. Tower road locality.

Section 17. Draperies. Each owner shall install draperies or other attractive window coverings, deemed suitable by this Architectural committee, in each window of each dwelling Unit, which coverings, or replacements thereof shall remain as permanent fixtures in each dwelling Unit.

Section 18. Maintenance. All persons, firms and corporations who may hereafter succeed to the title to, or acquire any lien against or interest in, the above-described real property and improvements situated thereon, do hereby jointly and severally agree to keep and maintain the said improvements in a good state of repair and to care for properly and maintain all lawns and

shrubbery in a neat and attractive condition, If there is a failure of any person, firm or corporation to comply fully with the terms of this paragraph, after receiving a written thirty (30) day notice from the Association to comply, the Association shall have the right, but not the obligation, to enter in and upon any Lot or Lots in the subdivision and perform such maintenance upon the plants and grounds as may be reasonably necessary to keep the Lot or Lots in a safe and attractive condition, in keeping with the character of the neighborhood. The costs so incurred by the Association shall constitute a lien upon any such Lot or Lots, and shall bear interest at the highest rate allowed by Florida law until paid.

Section 19. Enforcement. Any present or future Owner of any of the lands covered by these restrictive covenants, and their heirs, successors and assigns, have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings, and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restriction, including a reasonable attorney's fee, all of which sums shall be a lien upon all the property owned by the violator in the subdivision.

Section 20. Mailbox Stands, Addresses and Driveway Lighting. Plans and specifications for all mailbox stands and driveway entrance lighting shall be provided by the Architectural Committee and all such stands and lighting shall be constructed by each Owner only in conformity with said designated plans and specifications. All addresses shall be signified by building number and Unit letter; for example. "3235-A". The Architectural Control Committee shall attempt to provide a system of signifying addresses that will allow emergency personnel easily to locate a particular Unit.

Section 21. Tree Cutting. No trees having a diameter of two (2) inches or more at a height of four (4) feet above the ground, unless dead or diseased, shall be removed or cut from any Lot without first obtaining the prior written approval of the Architectural Committee unless, such trees are growing within ten (10) feet of the foundation of any permanent structure on any Lot or are growing within two (2) feet of any parking area or sidewalk. Trees of any size lying within these areas may be removed without first obtaining the prior consent of the Architectural Committee.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units and placed on the dividing line between such Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the resolution of the dispute shall be by a majority of all the arbitrators and shall be binding upon the parties to the dispute.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and sealed this 6th day of April 1987.

© Copyright 2011 Green Leaf Homeowners Association, Inc. All Rights Reserved.