

*Huntington Estates C&R Revision*

**Legend:**

Current C&Rs (left column) and **proposed changes** (right column)

The original wording is in black font, on both columns

Some original facts are highlighted in **red font** or underlined

Changes are highlighted in **blue font**, underlined, and/or in *italics*

A repeating “30-day notification before voting” language is in **purple**.

Additional explanations are within [brackets]

The word “preferably” is used to communicate a desired action, since differences in lot shapes and locations make some lots unable to reasonably comply; thus, possibly having special Board reviews.

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DECLARATION OF  
COVENANTS AND RESTRICTIONS

STATE OF FLORIDA:

COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on the 1<sup>st</sup> day of October, A.D., 1973, by THE ESSEX CORPORATION, A Florida Corporation, hereinafter referred to as Developer.

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with permanent parks, tennis courts, playgrounds, open spaces, streets, drainage facilities, and other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, tennis courts, entrance areas, entrance gates, street **right-of-ways**, streets, footways, drainage easements, drainage facilities, street lighting, street signs, including buildings, structures, and personal property incident thereto, and other common facilities, and, to this end, desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

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

DECLARATION OF  
COVENANTS AND RESTRICTIONS (C&R)

STATE OF FLORIDA:

COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on the 1<sup>st</sup> day of January, A.D., 2023, by HUNTINGTON ESTATES HOMEWONERS ASSOCIATION (HEHA) Inc., A Florida Corporation, hereinafter referred to as Association.

WHEREAS, Association is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with permanent parks, tennis courts, playgrounds, open spaces, streets, drainage facilities, and other common facilities for the benefit of the said community; and,

WHEREAS, Association desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, tennis courts, entrance areas, entrance gates, street rights-of-way, streets, footways, drainage easements, drainage facilities, street lighting, street signs, including buildings, structures, and personal property incident thereto, and other common facilities, and, to this end, desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

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

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

## ARTICLE ONE

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows and further described by that certain map or plat attached hereto and marked Exhibit "A".

#### HUNTINGTON ESTATES

Begin at a concrete monument marking the Northeast corner of Lot 650 of the Supplementary Map of the Plantation of the Florida Pecan Endowment Company, a subdivision as per map or plat thereof, recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida, located in Section 8, Township 1 North; Range 1 West, Leon County, Florida, and run South 89 degrees 56 minutes 56 seconds West along the North boundary of said Lot 650 and a projection thereof, a distance of 695.69 feet to the East boundary of Lot 634 of said Plantation, thence North 00 degrees 55 minutes 31 seconds West along the East boundary of said Lot 634 a distance of 310.07 feet, thence South 89 degrees 56 minutes 32 seconds West a distance of 316.69 feet to the East boundary of Lot 658 of said Plantation,

WHEREAS, the Association is incorporated under the laws of the State of Florida, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Association declares that the real property described in Article I, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE ONE

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows and further described by that certain map or plat, attached hereto and marked Exhibit "A", thereof originally recorded in Official Records Book 615, Page 824 and rerecorded in Official Records Book 633, Page 673 of the Public Records of Leon County, Florida. [This wording is from amendments to Articles 27 and 33, dated March 27, 1984. It is moved here to avoid its repetition]

#### HUNTINGTON ESTATES

Begin at a concrete monument marking the Northeast corner of Lot 650 of the Supplementary Map of the Plantation of the Florida Pecan Endowment Company, a subdivision as per map or plat thereof, recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida, located in Section 8, Township 1 North; Range 1 West, Leon County, Florida, and run South 89 degrees 56 minutes 56 seconds West along the North boundary of said Lot 650 and a projection thereof, a distance of 695.69 feet to the East boundary of Lot 634 of said Plantation, thence North 00 degrees 55 minutes 31 seconds West along the East boundary of said Lot 634 a distance of 310.07 feet, thence South 89 degrees 56 minutes 32 seconds West a distance of 316.69 feet to the East boundary of Lot 658 of said Plantation,

thence North 00 degrees 37 minutes 13 seconds West along the East boundary of said Lot 658 a distance of 60.00 feet, thence North 89 degrees 56 minutes 32 seconds East a distance of 181.16 feet, thence North 33 degrees 55 minutes 53 seconds East a distance of 2.97 feet, thence North 02 degrees 41 minutes 47 seconds West a distance of 80.31 feet, thence North 54 degrees 18 minutes 33 seconds East a distance of 56.33 feet, thence North 70 degrees 49 minutes 07 seconds West a distance of 50.80 feet, thence North 11 degrees 41 minutes 27 seconds West a distance of 60.72 feet, thence North 70 degrees 23 minutes 27 seconds West a distance of 56.87 feet, thence North 18 degrees 39 minutes 33 seconds East a distance of 196.80 feet, thence North 10 degrees 32 minutes 53 seconds East a distance of 67.40 feet, thence North 20 degrees 48 minutes 23 seconds East a distance of 153.00 feet, thence North 39 degrees 03 minutes 57 seconds West a distance of 72.38 feet, thence North 03 degrees 56 minutes 17 seconds West a distance of 83.75 feet, thence North 13 degrees 48 minutes 03 seconds East a distance of 51.85 feet, thence North 28 degrees 36 minutes 57 seconds West a distance of 30.81 feet, thence North 42 degrees 36 minutes 57 seconds West a distance of 92.17 feet, thence North 05 degrees 12 minutes 37 seconds West a distance of 41.78 feet, thence South 73 degrees 03 minutes 16 seconds East a distance of 35.10 feet, thence North 62 degrees 32 minutes 43 seconds East a distance of 37.73 feet, thence North 78 degrees 33 minutes 23 seconds East a distance of 77.86 feet, thence North 50 degrees 01 minute 23 seconds East a distance of 57.85 feet to the Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157), thence North 39 degrees 14 minutes 03 seconds West along said Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157) a distance of 866.13 feet, thence South 50 degrees 45 minutes 57 seconds west a distance of 289.86 feet; thence North 84 degrees 19 minutes 35 seconds West a distance of 533.62 feet, thence South 00 decrees 24 minutes 31 seconds East a distance of 556.84 feet, thence South 00 degrees 29 minutes 13 seconds East 337.41 feet, thence South 00 degrees 21 minutes 47 seconds East 1334.22 feet, thence South 75 degrees 14 minutes 22 seconds East a distance of 174.54 feet, thence North 86 degrees 33 minutes 02 seconds East a distance of 141.06 feet, thence South 87 degrees 31 minutes 36 seconds East a distance of 157.80 feet,

thence North 00 degrees 37 minutes 13 seconds West along the East boundary of said Lot 658 a distance of 60.00 feet, thence North 89 degrees 56 minutes 32 seconds East a distance of 181.16 feet, thence North 33 degrees 55 minutes 53 seconds East a distance of 2.97 feet, thence North 02 degrees 41 minutes 47 seconds West a distance of 80.31 feet, thence North 54 degrees 18 minutes 33 seconds East a distance of 56.33 feet, thence North 70 degrees 49 minutes 07 seconds West a distance of 50.80 feet, thence North 11 degrees 41 minutes 27 seconds West a distance of 60.72 feet, thence North 70 degrees 23 minutes 27 seconds West a distance of 56.87 feet, thence North 18 degrees 39 minutes 33 seconds East a distance of 196.80 feet, thence North 10 degrees 32 minutes 53 seconds East a distance of 67.40 feet, thence North 20 degrees 48 minutes 23 seconds East a distance of 153.00 feet, thence North 39 degrees 03 minutes 57 seconds West a distance of 72.38 feet, thence North 03 degrees 56 minutes 17 seconds West a distance of 83.75 feet, thence North 13 degrees 48 minutes 03 seconds East a distance of 51.85 feet, thence North 28 degrees 36 minutes 57 seconds West a distance of 30.81 feet, thence North 42 degrees 36 minutes 57 seconds West a distance of 92.17 feet, thence North 05 degrees 12 minutes 37 seconds West a distance of 41.78 feet, thence South 73 degrees 03 minutes 16 seconds East a distance of 35.10 feet, thence North 62 degrees 32 minutes 43 seconds East a distance of 37.73 feet, thence North 78 degrees 33 minutes 23 seconds East a distance of 77.86 feet, thence North 50 degrees 01 minute 23 seconds East a distance of 57.85 feet to the Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157), thence North 39 degrees 14 minutes 03 seconds West along said Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157) a distance of 866.13 feet, thence South 50 degrees 45 minutes 57 seconds west a distance of 289.86 feet; thence North 84 degrees 19 minutes 35 seconds West a distance of 533.62 feet, thence South 00 decrees 24 minutes 31 seconds East a distance of 556.84 feet, thence South 00 degrees 29 minutes 13 seconds East 337.41 feet, thence South 00 degrees 21 minutes 47 seconds East 1334.22 feet, thence South 75 degrees 14 minutes 22 seconds East a distance of 174.54 feet, thence North 86 degrees 33 minutes 02 seconds East a distance of 141.06 feet, thence South 87 degrees 31 minutes 36 seconds East a distance of 157.80 feet,

thence South 31 degrees 25 minutes 02 seconds East a distance of 219.05 feet, thence South 87 degrees 12 minutes 04 seconds East a distance of 68.18 feet, thence South 58 degrees 53 minutes 46 seconds East 162.50 feet, thence North 79 degrees 48 minutes 00 seconds East a distance of 250.78 feet, thence South 59 degrees 49 minutes 26 seconds East a distance of 138.42 feet, thence South 36 degrees 06 minutes 08 seconds West a distance of 211.43 feet, thence South 22 degrees 10 minutes 58 seconds East a distance of 148.29 feet, thence North 83 degrees 46 minutes 56 seconds East a distance of 141.57 feet, thence South 58 degrees 40 minutes 06 seconds East a distance of 93.49 feet, thence North 87 degrees 39 minutes 10 seconds East a distance of 110.43, feet, thence North 65 degrees 16 minutes 48 seconds East a distance of 169.96 feet, thence North 79 degrees 47 minutes 10 seconds East a distance of 112.79 feet, thence North 65 degrees 44 minutes 19 seconds East a distance Of 311.51 feet, thence South 70 degrees 45 minutes 02 seconds East a distance of 400.38 feet, thence South 43 degrees 49 minutes 51 seconds East a distance of 138.62 feet, thence South 33 degrees 55 minutes 24 seconds East a distance of 136.18 feet, thence South 52 degrees 40 minutes 12 seconds East 301.23 feet to Westerly right-of-way of Fred George Road, thence North 04 degrees 00 minutes 05 seconds East along said Westerly right-of-way of Fred George Road a distance of 1110.67 feet, thence North 85 degrees 59 minutes 55 seconds West a distance of 340.01 feet, thence North 69 degrees 53 minutes 28 seconds West a distance of 529.20 feet to the POINT OF BEGINNING; containing 98.60 acres, more or less.

thence South 31 degrees 25 minutes 02 seconds East a distance of 219.05 feet, thence South 87 degrees 12 minutes 04 seconds East a distance of 68.18 feet, thence South 58 degrees 53 minutes 46 seconds East 162.50 feet, thence North 79 degrees 48 minutes 00 seconds East a distance of 250.78 feet, thence South 59 degrees 49 minutes 26 seconds East a distance of 138.42 feet, thence South 36 degrees 06 minutes 08 seconds West a distance of 211.43 feet, thence South 22 degrees 10 minutes 58 seconds East a distance of 148.29 feet, thence North 83 degrees 46 minutes 56 seconds East a distance of 141.57 feet, thence South 58 degrees 40 minutes 06 seconds East a distance of 93.49 feet, thence North 87 degrees 39 minutes 10 seconds East a distance of 110.43, feet, thence North 65 degrees 16 minutes 48 seconds East a distance of 169.96 feet, thence North 79 degrees 47 minutes 10 seconds East a distance of 112.79 feet, thence North 65 degrees 44 minutes 19 seconds East a distance Of 311.51 feet, thence South 70 degrees 45 minutes 02 seconds East a distance of 400.38 feet, thence South 43 degrees 49 minutes 51 seconds East a distance of 138.62 feet, thence South 33 degrees 55 minutes 24 seconds East a distance of 136.18 feet, thence South 52 degrees 40 minutes 12 seconds East 301.23 feet to Westerly right-of-way of Fred George Road, thence North 04 degrees 00 minutes 05 seconds East along said Westerly right-of-way of Fred George Road a distance of 1110.67 feet, thence North 85 degrees 59 minutes 55 seconds West a distance of 340.01 feet, thence North 69 degrees 53 minutes 28 seconds West a distance of 529.20 feet to the POINT OF BEGINNING; containing 98.60 acres, more or less.

## ARTICLE TWO

### DEFINITIONS

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

(a) "Association\*" shall mean and refer to the Huntington Estates Home Owners' Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of the Huntington Estate Home Owners' Association, Inc.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision map of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, including specifically the mutual and perpetual easement for ingress and egress over all roads shown there on as more particularly established in Article Twenty-Seven hereof. [Amended in 1984]

(d) "Living Area" shall mean and refer to those heated and/or air-conditioned areas which shall not include garages, carports, porches, patios, or storage areas.

(e) "Living unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article Thirty-One, Section 1 hereof.

## ARTICLE TWO

### DEFINITIONS *[Will be alphabetically ordered after vote]*

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

(b) "Association" shall mean and refer to the Huntington Estates Home Owners' Association, Inc.

(c) "Board" shall mean and refer to the Board of Directors of the Huntington Estate Home Owners' Association, Inc.

(d) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision map of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, including specifically the mutual and perpetual easement for ingress and egress over all roads shown there on as more particularly established in Article Twenty-Seven hereof.

(g) "Living Area" shall mean and refer to those heated and/or air-conditioned areas which shall not include garages, carports, porches, patios, or storage areas.

(h) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(i) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(j) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article Thirty-One, Section 1 hereof.



(h) “owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) “The Properties” shall mean and refer to all such existing properties, as are subject to this Declaration or any Supplement Declaration under the provisions of Article One, hereof.

(j) “Improvements” shall mean and include structures and construction of any kind, whether above or below the land surfaces, such as, but not limited to, buildings, out-buildings, water lines, electrical and gas distribution facilities, loading areas, packing areas, walkways, paved streets, storm drains, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(k) “Committee” shall mean and refer to the Architectural Control Committee.

(k) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(l) “Properties” shall mean and refer to all such existing properties, as are subject to this Declaration or any Supplement Declaration under the provisions of Article One, hereof.

(e) “Improvements” shall mean and include structures and construction of any kind, whether above or below the land surfaces, such as, but not limited to, buildings, out-buildings, water lines, electrical and gas distribution facilities, loading areas, packing areas, walkways, paved streets, storm drains, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

(a) “ACC” shall mean and refer to the Architectural Control Committee - a group of homeowner volunteers that review improvement plans to maintain the standards outlined in the Covenant and Restrictions (C&R) herein, reporting to the Board.

(f) “In Writing” shall mean and refer to communication documented in paper or via email.

**ARTICLE THREE****GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, its respective legal representatives, heirs, successors, and assigns, for a term of **fifty (50) years** from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of **two-thirds** of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded **three (3) years** in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least **ninety (90) days** in advance of any action taken.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE THREE****GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, its respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners in good standing who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. In accordance with state law, a member may elect to receive meeting notices and other official Association communications via email in lieu of mailed notice.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be per Florida Statute 720.305 and 720.311, fines or suspensions imposed per Florida Statute 720.305, self-help as provided in Article Thirty-Four, or appropriate civil proceeding against any person or violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



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

#### ARTICLE FOUR

##### AMENDMENT OF DECLARATIONS OF COVENANTS AND RESTRICTIONS

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

#### ARTICLE FIVE

##### ADDITIONAL COVENANTS AND RESTRICTIONS

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

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

#### ARTICLE FOUR

##### AMENDMENT OF DECLARATIONS OF COVENANTS AND RESTRICTIONS

The Board reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Board, in its sole judgment, determines such violation to be a minor or insubstantial violation and such violation was not caused by the intentional actions of the property owner or the property owner's family members, guests, or tenants.

#### ARTICLE FIVE

##### ADDITIONAL COVENANTS AND RESTRICTIONS

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

**ARTICLE SIX****ARCHITECTURAL CONTROL**

No improvements, as defined herein, shall be commenced, erected or maintained upon The Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted **in duplicate to** and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee.

The Architectural Control Committee shall have the **absolute and exclusive right to refuse**, to approve, or to grant a waiver provided any such building plans and specifications and site grading **and landscaping plans** which justifications are not suitable or desirable **in its opinion for any reason, including purely aesthetic reasons** connected with future development plans of the Developer of said land or contiguous land.

**ARTICLE SIX****ARCHITECTURAL CONTROL**

*Section 1.* No improvements, as defined herein, shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (ACC).

The ACC shall have the right to approve, grant a waiver, reject building plans, specifications, grading, and major landscaping plans within five (5) feet of the lot perimeter. Examples of major landscaping plans include additional hedge rows, large trees or mass border works.

*Section 2. Basis for Rejection.* *In addition to harmony of external design, location in relation to surrounding structures and topography, as provided in Section 1 above, a proposed plan may be rejected, in whole or in part, for: 1) a failure to comply with published ACC Guidelines, the Covenants and Restrictions herein, Florida Statutes, or applicable building codes; or 2) safety or other risks identified in the ACC review. Examples of "other risks" include drainage effects, and root or tree encroachment into other property or easements.*

*Section 3. Appeals.* *Members may appeal an ACC rejection decision to the Board, in writing within thirty (30) days of rejection notice. The appeal review and its results publication shall be completed within forty-five (45) days of the appeal receipt date. The Board will announce the date/time when they will meet to review the appeal – giving at least a 14-day notice – so any Member may attend and speak for 3 minutes. Members and the homeowner are not compelled to attend or speak. The ACC Chair or his/her representative will present to the Board the reasons for their decision. The Board, in a simple majority, may overturn or concur with the ACC decision.*

**ARTICLE SEVEN****ARCHITECTURAL CONTROL COMMITTEE**

Membership. The Architectural Control Committee is composed of two members to be appointed by the Developer and a third party to be appointed by the Association. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure: The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with. At least **ten days** prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees which are nine (9) inches or more in diameter at a height measured three (3) feet above the natural ground elevation, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

**ARTICLE SEVEN****ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Membership. The Architectural Control Committee (ACC) is composed of at least one Board member and at least two other Association members. A majority of the committee may designate a representative to act for it. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Procedure: [To be re-ordered] b. The ACC's approval, rejection, or waiver as required in these covenants shall be in writing. c. In the event the ACC, or its designated representative, fails to approve or reject within thirty (30) days after the required plans and specifications have been acknowledged as received in writing by the ACC, approval will not be required, and the related covenants shall be deemed to have been fully complied with. a. At least fourteen (14) days prior to the commencement of construction, such plans and specifications shall be submitted to the current ACC email address, or Association's postal address, and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees affected by the improvement which are nine (9) inches or more in diameter at a height measured three (3) feet above the natural ground elevation, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the ACC for approval with a description of materials and such samples of building materials proposed to be used as the ACC shall specify and require.

Section 3. Responsibilities. The Architectural Control Committee (ACC) shall be responsible for lot improvement plan evaluations and guidance. The Board will provide rule or violation notifications, resolution tracking, and recommendations for C&R improvements, adoption of ACC Guidelines, compliance, and actions under Florida Statute 702.305.

## ARTICLE EIGHT

### LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes, and guest houses. **No building of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling** not to exceed two and one-half stories in height, and guest houses.

When the construction of any building is once began, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. A lot may not be sub-divided into a smaller lot than as shown on the recorded map of Huntington Estates. Two or more lots may be added together and considered as one lot for building purposes only.

A guest house will be permitted as a detached building. The guest house will be subject to all of the restrictions and architectural control of the main residence.

## ARTICLE EIGHT

### LAND USE AND BUILDING TYPE

Section 1. No lot shall be used except for residential purposes, and guest houses, as allowed by Florida Statutes. The ACC may approve storage buildings, gazebos, guest houses, or similar facilities to be erected or placed in a lot. These improvements must be kept in good repair and must blend in with the living unit's design and colors. No building of any type shall exceed two and one-half stories in height.

Section 2. When the construction of any building or any other improvement on the Lot is commenced, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and structures shown on the plans and specifications approved by the ACC must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or similar situations out of the Member's control. A lot may not be sub-divided into a smaller lot than as shown on the recorded map of Huntington Estates. Two or more lots may be added together and considered as one lot for building purposes only.

## ARTICLE NINE

### **PRESERVATION OF THE NATURAL ENVIROMENT, LAKES AND GREEN AREAS**

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Green Areas on maps recorded in the Public Records of Leon County, Florida, by The Essex Corporation. It shall be the further intent and purpose of these Covenants and Restrictions to protect streams, and water supplies, to maintain and enhance the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forest, wildlife preserves, natural reservations of sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities and preserve historical sites.

Section 2. Pursuant to its overall program of wildlife conservation and nature study, the right to expressly reserve to the Developer, his successors or assigns, to erect Wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys, and other wildlife, to make access trails or paths through said Green Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout the Green Area designating points of particular interest and attraction, and to take such steps as are reasonable, necessary and proper to further the aims and purposes of the Green Areas.

Section 3. The general topography of the landscape, or streams, as well distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees, and any and all other unusual features in the Green Areas shall be continued in their present condition, subject only to the exceptions noted herein.

## ARTICLE NINE

### **PRESERVATION OF THE ENVIRONMENT AND COMMON AREAS**

[Original Sections 1 – 4 are deleted – never applied even for the Developer]

Section 4. The Developer, its successors and assigns, shall have the right to protect from erosion the land described as Green Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer. The right is likewise reserved to the Developer to take necessary steps to provide and insure adequate drainage ways, canals, and access roads in Green Areas. The Developer, its successors and assigns, shall also have the right to cut fire breaks, cut and remove trees, and in general do all things necessary to carry out the purpose expressed in these sections.

Section 5. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatment plants, and/or other facilities within such Green Areas. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 6. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Green Area, except Bar-B-Que pits, as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Green Area. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

Section 1. The Association reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, digital communications, gas, sewer, water or other public conveniences or utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further reserves the right to locate wells, pumping stations and tanks, treatment plants, and/or other facilities within such Common Areas. Such rights may be exercised by any licensee of the Association but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service. **The rights reserved in this Section 1. shall be at the discretion of the Board.**

Section 2. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Common Area, except Bar-B-Que pits, as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area.

Section 3. Fire pits with fire proof border-material are allowed for outdoor family and social gatherings in lots. A fire extinguishing method is required to be within 30 feet when the fire pit is used.



Section 7. No large trees of any kind measuring nine (9) inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 8. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein or extend to any Member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 10. Where the Developer, its successors, or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

## ARTICLE TEN

### TEMPORARY STRUCTURES

No structure of a temporary character, bomb shelter, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any site or on any lands shown and/or set aside on a recorded map as Green Areas at any time, unless approved by the Architectural Control Committee. *[Structures in lots are addressed in Article 8]*

Section 4. No large trees of any kind measuring nine (9) inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the written approval of the ACC.

Section 5. The Association expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Common Areas, in a manner *consistent* with the provisions of this Declaration.

Section 6. The Association is not bound to make any of the improvements noted herein or extend to any Member any service of any kind. The Association shall, however, have the responsibility to maintain such Common areas.

Section 7. Where the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the common area, entering the property and taking such action shall not be deemed a breach of these covenants.

## ARTICLE TEN

### STRUCTURES IN COMMON AREAS

An ACC approval must be obtained for temporary structures- such as event tents and bounce houses - to be located in common areas.  
Permanent structures and improvements of common areas are approved by the Board of Directors.

**ARTICLE ELEVEN****DWELLING QUANTITY AND SIZE**

The main floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 2000 square feet of “Living Area” for a one-story building.

In the event a structure in the aforementioned unit contains more than one story, the ground floor must contain not less than 1500 square feet and must be completely finished as living area, at least 600 square feet of the second-floor area must be completely finished as living area.

**ARTICLE TWELVE****BUILDING LOCATION**

(a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded map. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 30 feet to any side street line.

(b) No building shall be located nearer than 15 feet to an interior lot line and must be at least 30 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

(c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.

(d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.

**ARTICLE ELEVEN****DWELLING QUANTITY AND SIZE**

The main floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 2,000 square feet of “Living Area” for a one-story building.

In the event a structure in the aforementioned unit contains more than one story, the ground floor must contain not less than 1,500 square feet and must be completely finished as living area, at least 600 square feet of the second-floor area must be completely finished as living area.

**ARTICLE TWELVE****BUILDING LOCATION**

*Section 1.* No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded map. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 30 feet to any side street line.

*Section 2.* No building shall be located nearer than 15 feet to an interior lot line and must be at least 30 feet from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line.

*Section 3.* No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.

*[Moved original Article 12 (d) to Article 13 – Fences, Section 2]*

(e) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

## ARTICLE THIRTEEN

### FENCES

No wire fences, including chain-link fences, shall be located on any lot at any time without prior written consent of Architectural Control Committee.

## ARTICLE FOURTEEN

### LAND NEAR PARKS AND WATER COURSES

No building Shall be placed nor shall any material or refuse be placed or stored on any lot within 50 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill, and such clean fill has been approved in writing by the Architectural Control Committee.

Section 4. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

## ARTICLE THIRTEEN

### FENCES

Section 1. Chain-link fences are allowed in lot boundaries that match the Huntington Estates external boundary lines, or are located within an already fenced in yard for playgrounds, pools, gardens and dog runs. Other lot-boundary fences must be approved by the ACC. Fences must be maintained in good repair or removed. Materials such as barbed wire and razor wire and are prohibited.

Section 2. [moved here from original Article 12 (d)] Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.

## ARTICLE FOURTEEN

### LAND NEAR PARKS AND WATER COURSES

Deleted Article Fourteen

**ARTICLE FIFTEEN****EXTERIOR STRUCTURE MATERIALS**

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

**ARTICLE SIXTEEN****GARAGES AND CARPORTS**

Each Living Unit shall have a functional carport or garage. The carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall be obscured from view from the outside. All garage and carport entrances shall face either a side lot line or the rear lot line. **In no instances shall the entrance be permitted to face the front lot line of the property.**

**ARTICLE SEVENTEEN****DRIVEWAY AND WALKWAY CONSTRUCTION**

All driveways shall be constructed of concrete or "hot mix" asphalt or other substances such as crushed rock, if approved by the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

**Nothing, other than automobiles, shall be parked in the driveway.** Boats, trailers, and campers shall be parked or stored with the garage or carport or placed behind the residence in such a manner than the vehicles shall not be visible from the street which runs in front of the property

**ARTICLE FIFTEEN****EXTERIOR STRUCTURE MATERIALS**

The exterior material and color of any structure or improvement must be compatible with the living unit's design and color, and shall be specifically approved in writing by the ACC.

**ARTICLE SIXTEEN****GARAGES AND CARPORTS**

Each Living Unit shall have at least one functional carport or garage. The carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall be obscured from view from the outside.

**ARTICLE SEVENTEEN****DRIVEWAYS, WALKWAYS AND PARKING**

Section 1. Construction. All driveways shall be constructed of concrete or "hot mix" asphalt or other substances such as crushed rock, if approved by the ACC. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

Section 2. Parking. a. Derelict vehicles will not be parked in the driveway or outside. Vehicles requiring maintenance or restoration, lasting more than a week, shall be parked or stored in a garage, carport, or privacy-fenced area. b. Boats, trailers and campers will preferably be parked or stored in a garage, carport, privacy-fenced area, or back side of the lot so they are not be visible from the street in front of the property. When these are legally used and moved on the roadways weekly, these may be parked in the driveway during the intervening week. Written Board approval is required for parking these elsewhere from the preferred locations or driveways for longer than week.

## **ARTICLE EIGHTEEN**

### **TELEVISION ANTENNAS**

Exterior radio and television antenna installations must be approved in writing by the Architectural Control Committee.

## **ARTICLE NINETEEN**

### **WATER SUPPLY**

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

## **ARTICLE TWENTY**

### **SEWAGE DISPOSAL**

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

Whenever an approved sanitary sewer becomes available within 100 feet of the property, any individual sewage disposal system, device or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within a reasonable period of time after the availability of said sanitary sewer.

## **ARTICLE EIGHTEEN**

### *EXTERIOR COMMUNICATIONS AND POWER EQUIPMENT"*

Exterior communication antennas or dishes installed in a location not visible from the front lot line do not need plans reviewed by the ACC. Installations in other locations, and the installation of wind, solar or other energy savings devices must be approved by the ACC. Energy saving devices are encouraged, but may need some cost-effective screening or other solution – per Florida Law - to improve safety or aesthetics.

## **ARTICLE NINETEEN**

### **WATER SUPPLY**

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

## **ARTICLE TWENTY**

### **SEWAGE DISPOSAL**

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

**ARTICLE TWENTY ONE****GARBAGE AND REFUSE DISPOSAL**

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

**ARTICLE TWENTY TWO****WINDOW AIR-CONDITIONING UNITS**

**No window air-conditioning units shall be installed** in any side or front of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located and properly screened in such a manner to be acceptable to the Architectural Control Committee.

**ARTICLE TWENTY THREE****MAIL BOXES**

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

**ARTICLE TWENTY-ONE****GARBAGE AND REFUSE DISPOSAL**

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located or screened so they are not visible from adjacent streets.

**ARTICLE TWENTY-TWO****WINDOW AIR-CONDITIONING UNITS**

Exterior heating and/or air-conditioning compressors or other machinery, including window units, shall be located or screened so they are not visible from adjacent streets.

**ARTICLE TWENTY-THREE****MAIL BOXES**

No mail box or newspaper box or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved in writing by the ACC.

[Second sentence has been deleted. Above requirement covers this]



**ARTICLE TWENTY FOUR****SIGNS**

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

**ARTICLE TWENTY FIVE****PROTECTIVE SCREENING**

Protective screening areas are or shall be established shown on the recorded map. Except as otherwise provided herein regarding street intersections under “Sight Distance At Intersections”, planting, fences or walls shall be maintained throughout the entire length of such areas to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

**ARTICLE TWENTY SIX****SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations **between 2** and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a drive-way or alley pavement.

**ARTICLE TWENTY-FOUR****SIGNS**

No sign permitted herein shall be more than **six (6)** square feet or displayed within **three (3)** feet of any lot line. No more than one (1) sign advertising for sale or rent shall displayed at any time. One (1) contractor sign is permitted to be displayed on a lot during the period when the job is in progress. Two (2) security protection signs may remain posted indefinitely. Other signs may remain in place for not longer than seven (7) days after the special event or job ends. Political signs in support or opposition to a political candidate or ballot item may be displayed on the lot not more than thirty (30) days prior to and not more than seven (7) days after the election of the candidate or the vote on the ballot item. No more than four (4) signs shall be displayed on a lot at any one time. All other signs not enumerated herein are prohibited. Special events shall include birthdays, retirement parties, anniversaries, graduations and other similar events.

**ARTICLE TWENTY-FIVE****PROTECTIVE SCREENING**

Article 25 is deleted [related to community growth construction]

**ARTICLE TWENTY-SIX****SIGHT DISTANCE AT INTERSECTIONS**

Sight lines may not be obstructed by a fence, wall, hedge, or shrub at elevations, **between 3** and 6 feet above the roadway. In corner lots, this includes the triangular area by the roads measuring **25 feet** on each side of the street corner. Driveways will also have the same sight-line elevation limitation, in the triangular area from the driveway center line by the road, **10 feet** on the nearest on-coming traffic side of the street and **10 feet** into the driveway.

**ARTICLE TWENTY SEVEN****EASEMENTS**

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

The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephones poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

- **ten (10) feet along one (1) side of each single-family site.**

(2) such other areas as shown on the applicable map; provided further, that the developer may cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements.

**ARTICLE TWENTY-SEVEN****EASEMENTS**

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. map ***or within any easement created under Section 2 below.*** Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities ***or services provided,*** or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Except for those improvements a public authority or utility company maintains, the easement of each lot and all improvements shall be maintained continuously by the owner, ***including roadway leaves and drainage-cover debris clearance, and tree limbs trimming - when these extend over roadways lower than 14 feet. The Association's volunteer maintenance committee may assist homeowners with these roadway tasks.***

Section 2. The Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephones poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas:

- a. Ten (10) feet along one (1) side of each single-family site.
- b. Such other areas as shown on the applicable map ***or in other areas within the Properties when such easements are determined by the Board necessary or beneficial to the membership or the Association;*** provided further, that the Association may cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the company to provide or maintain any such utility or service.

[Added this next paragraph in the 1984 Amendment:]

There is hereby established and each owner of all lots in Huntington Estates hereby grants to each other easement of ingress and egress for the mutual benefit of all owners of lots in the Huntington Estates, their successors and assigns, over and across all roads and streets in Huntington Estates as per plat or map thereof recorded in official Records Book 615, Page 824, and rerecorded in Official Records Book 633, Page 673 of the Public Records of Leon County, Florida.

Section 3. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

Section 4. There is hereby established and each lot owner in Huntington Estates hereby grants to each other easement of ingress and egress for the mutual benefit of all owners of lots in the Huntington Estates, their successors and assigns, over and across all roads and streets in Huntington Estates.

## ARTICLE TWENTY EIGHT

### ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood.

## ARTICLE TWENTY NINE

### OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

## ARTICLE THIRTY

### NUISANCES

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

## ARTICLE TWENTY-EIGHT

### ANIMALS

Only dogs, cats and other common household pets are permitted to be kept on a lot. Dogs must be leashed, and their stool picked-up, when walked around the Community. Up to six poultry/chickens and chicks may be kept in a confined area of the back yard, secure from predators. The ACC must pre-approve the coop materials and location plan. These must be kept in a sanitary condition. No roosters or other livestock are allowed. Animals are not allowed to roam freely, be bred or maintained for any commercial purpose.

## ARTICLE TWENTY-NINE

### OIL AND MINING OPERATIONS *[Unchanged]*

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

## ARTICLE THIRTY

### NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. The Board encourages friendly and respectful behavior, with direct communications among neighbors. However, ordinance violations or abusive activities can be reported to the appropriate authorities. Association rules, Covenant and Restriction (C&R) violations can be reported in writing to the Board preferably with pictures attached.

## ARTICLE THIRTY ONE

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fees, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

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

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

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

## ARTICLE THIRTY-ONE

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fees, interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

Section 2, Voting Rights. Owners, as defined in Section 1, shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person or entity holds such interest in a lot, all such persons shall be members, and the lot's single vote shall be exercised as they determine among themselves.

*[Class A and Class B Member distinctions no longer apply since Class B pertains to Developers. All current members are Class A – owners]*

## ARTICLE THIRTY TWO

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January, 1980.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

## ARTICLE THIRTY-TWO

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

*[Original Section 2 is deleted because it no longer applies]*

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,



(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast **two-thirds (2/3) of the votes irrespective of class of membership** has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, and any such change shall have the assent of a majority of the votes who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

## ARTICLE THIRTY THREE

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The developer, for each Lot owned by him within the Properties, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for that propose of promotion of the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and including specifically the maintenance of all roads in Huntington Estates **as per plat or map thereof recorded in Official Records Book 615, Page 824 and rerecorded in Official Records Book 633, Page 673 of the Public Records of Leon County, Florida.** [Entire Section Amended in 1984]

## ARTICLE THIRTY-THREE

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each Lot owned by him within the Properties, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for that propose of promotion of the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and including specifically the maintenance of all roads in Huntington Estates.

[\[The plat information in red was moved to Article 1\]](#)

Section 3. Basis and Maximum of Annual Assessments. Until the Year beginning January 1975, the annual assessment shall be Sixty Dollars (\$60.00) per lot. From and after January 1, 1975, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, and including specifically repair or replacement of the roads in Huntington Estates as per plat or map thereof recorded in Official Records Book 615, Page 824 and rerecorded in Official Records Book 633, Page 673 of the Public Records of Leon County, Florida, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. [Entire Section Amended in 1984]

Section 5. Change in Basis and Maximum amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes irrespectively of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall

Section 3. Basis and Maximum of Annual Assessments. The annual assessment may be changed by vote of the members, as hereinafter provided, for the next succeeding two (2) years, and at any time thereafter, also for the next succeeding two (2) years. The Board of Directors of the Association by a majority vote may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. In succeeding years, the Board of Directors by a majority vote may change back to the previous higher assessment amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, and including specifically repair or replacement of the roads in Huntington Estates [plat info moved to Article 1], provided that any such assessment shall have the assent of a majority of votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum amount and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

not apply to any change in the maximum amount and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast **sixty (60) per cent** of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum of the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements on property described in Exhibit A have been completed.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the **first day of January** of said year and shall be delinquent if not paid within **sixty (60) days** from due date.

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

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty-one (51) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum of the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. The assessments for any *calendar* year shall become due and payable on the *first* day of *March* of said year and shall be *late and delinquent* if not paid within *thirty (30) days* from due date. *An administrative late fee will be charged not to exceed the maximum provided by law.* The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

*[Other sentences or paragraphs are related to early years of the Developer transition to Association which do not apply anymore]*

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

The Association shall, upon demand, furnish as any time to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due being the dates specified in Section 7 hereof, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of **seven (7) per cent** per annum, and the Association may bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

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If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate not to exceed the maximum provided by law, and the Association may bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest and administrative late fees on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

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

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all Common Properties as defined in Article II hereof, (b) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Homestead exemption shall not be considered an exemption.

Nor withstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

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Nor withstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.



## ARTICLE THIRTY FOUR

### EXTERIOR MAINTENANCE

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

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

## ARTICLE THIRTY-FOUR

### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. After a special Board meeting regarding lack of response by an owner or the lot owner's failure or refusal to undertake requested corrective action, the Association shall have the right to provide maintenance upon vacant lots and every improved lot which is subject to assessment under Article Thirty-Three hereof. Such maintenance may include paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Also, such maintenance may include the mowing of grass and weeds, the trimming of shrubs and tree limbs, or the removal of trash and litter

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

Section 3. Maintenance Coordination. The Architectural Control Committee (ACC) shall be responsible for the deficiency evaluation and, when directed by the Board, coordination of exterior lot maintenance outlined in Section 1, above. For repairs exceeding 30 days to complete, which may cause in the meantime a C&R deficiency, members shall provide details of plans and contractor schedule-estimates to the ACC. The ACC will support reasonable schedules and may help mitigate deficiency risks as approved by the Board.

## ARTICLE THIRTY FIVE

### FIRE ARMS AND HUNTING

All types of firearms, including but not limited to shotguns, rifles and pistols, are prohibited from being used, displayed, or carried about the properties.

Hunting of any type, or discharge of any firearms, **including pellet guns or B-B guns, is prohibited** on the properties covered by these covenants as well as any property owned or maintained by the Huntington Estates Home Owners' Association, Inc.

## ARTICLE THIRTY-SIX

### MOTORIZED VEHICLES

All motorized vehicles operating within the area must be properly mufflered so as to eliminate noise which might be offensive to others. **Two- and three-wheel motorized vehicles as well as four wheel "go-carts" or "beach buggy" type vehicles are prohibited** from using streets and street right-of-ways within Huntington Estates subdivision. This does not apply to vehicles used by the U.S. Post Office Department or by law enforcement agencies.

All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

## ARTICLE THIRTY-FIVE

### FIREARMS AND HUNTING

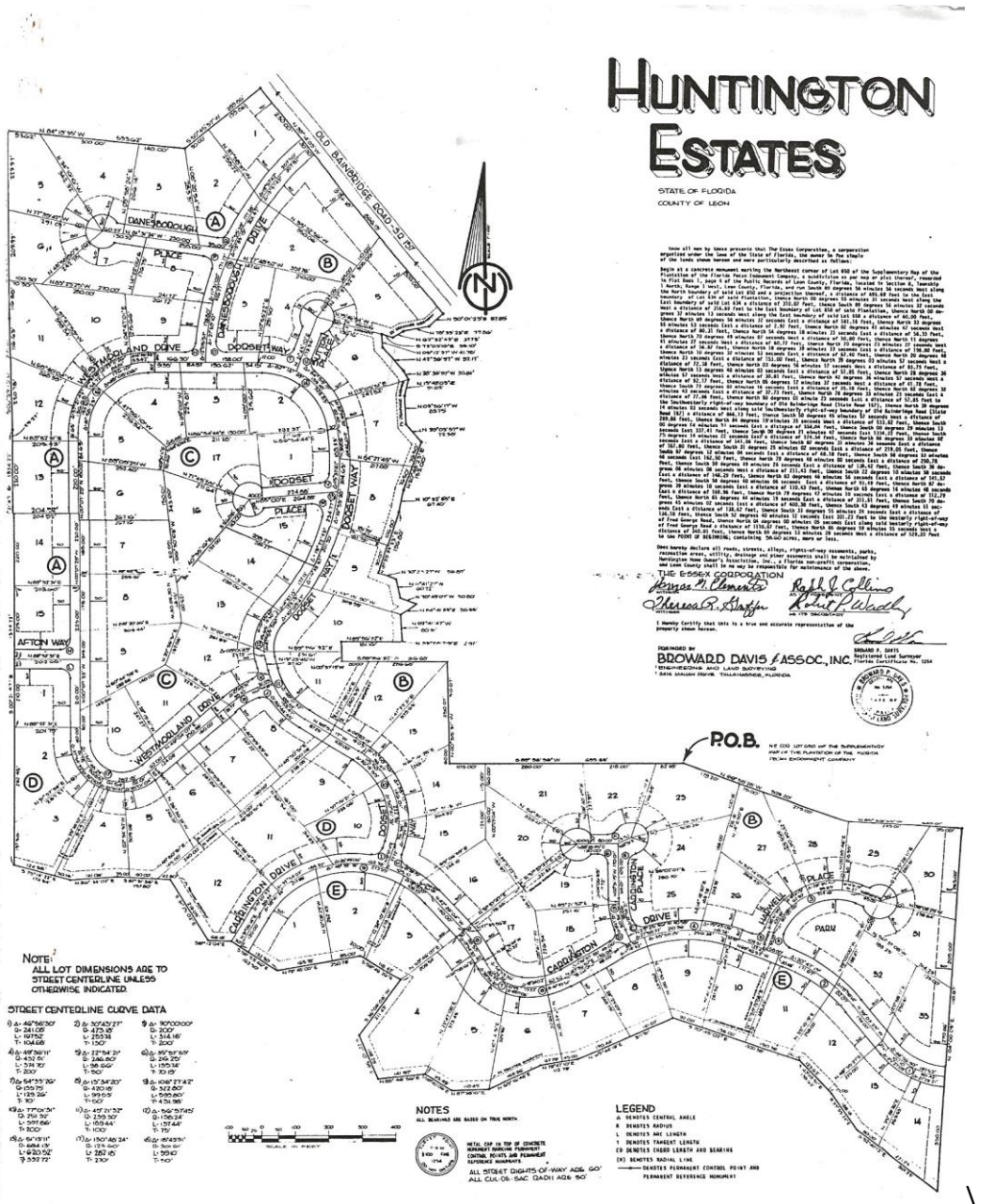
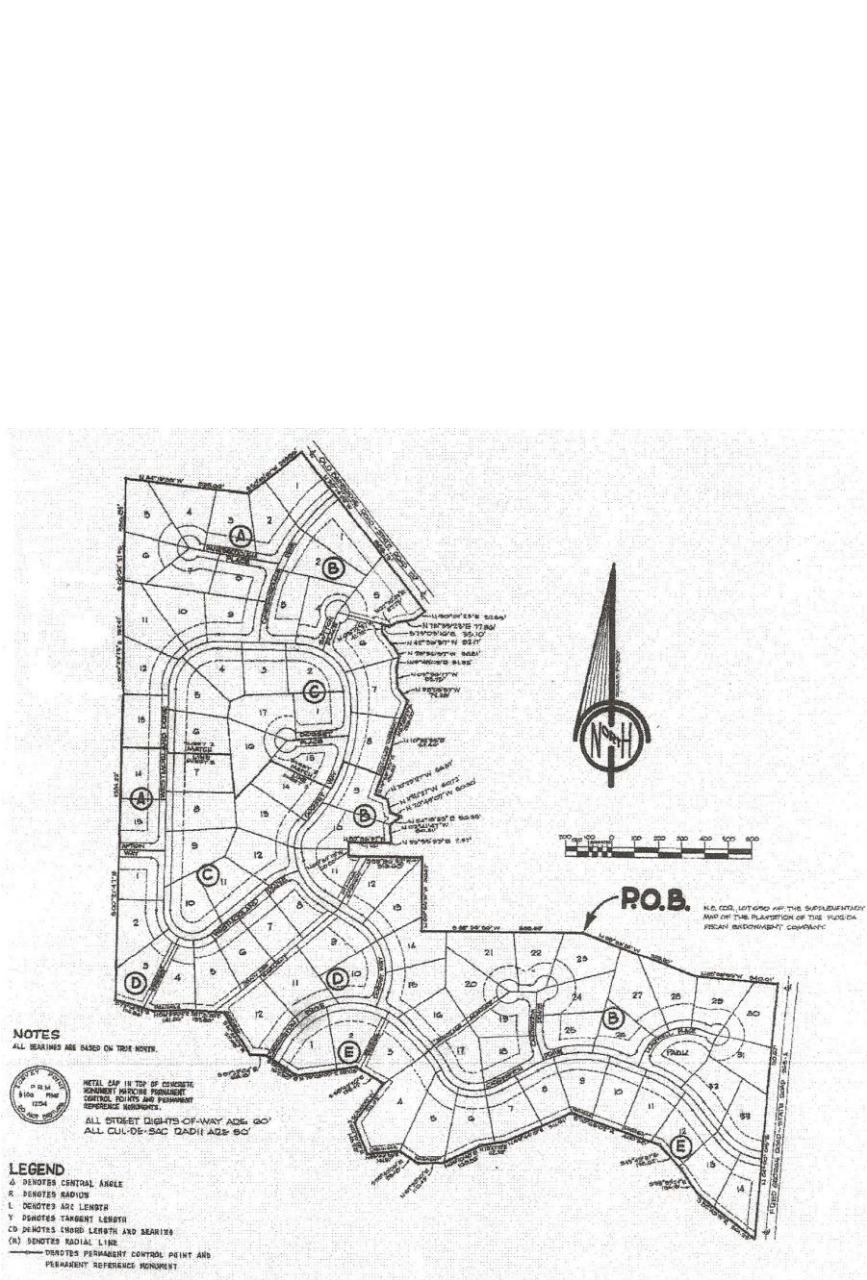
Hunting, careless display or careless discharge of firearms within the Community properties are prohibited.

Following Florida Statutes, adult-supervised use of pellet guns or B-B guns are allowed as long as barriers are placed to contain the projectiles within the lot, and they are not aimed in an unsafe direction.

## ARTICLE THIRTY-SIX

### MOTORIZED VEHICLES

Motorized vehicles operating within the Community roads must be properly mufflered, operated to make minimum noise while driving in the community, and meet all requirements to legally operate on Florida roads. Golf carts are allowed in Community roads, as long as a licensed individual or an adult is on-board. Operators must follow speed limits, traffic rules, and use lights during times of low visibility. Medically necessary scooters and similar purpose vehicles, are allowed in Community roads. "Go carts", four-wheelers and side-by-side type vehicles are prohibited.





## Huntington Estates

Know all men by these presents that The Essex Corporation, a corporation organized under the laws of the State of Florida, the owner in fee simple of the lands shown hereon and more particularly described as follows:

Begin at a concrete monument marking the Northeast corner of Lot 650 of the Supplementary Map of the Plantation of the Florida Pecan Endowment Company, a subdivision as per map or plat thereof, recorded in Plat Book 1, page 4 of the Public Records of Leon County, Florida, located in Section 8, Township 1 North, Range 1 West, Leon County, Florida, and run South 89 degrees 56 minutes 56 seconds West along the North boundary of said Lot 650 and a projection thereof, a distance of 695.69 feet to the East boundary of Lot 634 of said Plantation, thence North 00 degrees 55 minutes 31 seconds West along the East boundary of said Lot 634 a distance of 310.07 feet, thence South 29 degrees 56 minutes 32 seconds West a distance of 316.89 feet to the East boundary of Lot 658 of said Plantation, thence North 00 degrees 37 minutes 13 seconds West along the East boundary of said Lot 658 a distance of 60.00 feet, thence North 89 degrees 56 minutes 32 seconds East a distance of 181.16 feet, thence North 33 degrees 55 minutes 53 seconds East a distance of 2.97 feet, thence North 02 degrees 41 minutes 47 seconds West a distance of 80.31 feet, thence North 54 degrees 18 minutes 33 seconds East a distance of 56.33 feet, thence North 70 degrees 49 minutes 07 seconds West a distance of 50.80 feet, thence North 11 degrees 41 minutes 27 seconds West a distance of 60.72 feet, thence North 70 degrees 23 minutes 27 seconds West a distance of 56.87 feet, thence North 18 degrees 39 minutes 33 seconds East a distance of 196.80 feet, thence North 10 degrees 32 minutes 53 seconds East a distance of 67.40 feet, thence North 20 degrees 48 minutes 23 seconds East a distance of 153.00 feet, thence North 39 degrees 03 minutes 57 seconds West a distance of 72.38 feet, thence North 03 degrees 56 minutes 17 seconds West a distance of 83.75 feet, thence North 13 degrees 48 minutes 03 seconds East a distance of 51.85 feet, thence North 28 degrees 36 minutes 57 seconds West a distance of 30.81 feet, thence North 42 degrees 36 minutes 57 seconds West a distance of 92.17 feet, thence North 05 degrees 12 minutes 37 seconds West a distance of 41.78 feet, thence South 73 degrees 03 minutes 16 seconds East a distance of 35.10 feet, thence North 62 degrees 32 minutes 43 seconds East a distance of 37.73 feet, thence North 78 degrees 33 minutes 23 seconds East a distance of 77.86 feet, thence North 50 degrees 01 minute 23 seconds East a distance of 57.85 feet to the Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157), thence North 39 degrees 14 minutes 03 seconds West along said Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157) a distance of 866.13 feet, thence South 50 degrees 45 minutes 57 seconds West a distance of 289.86 feet, thence North 84 degrees 19 minutes 35 seconds West a distance of 533.62 feet, thence South 00 degrees 24 minutes 51 seconds East a distance of 556.84 feet, thence South 00 degrees 29 minutes 13 seconds East 337.41 feet, thence South 00 degrees 21 minutes 47 seconds East 1334.22 feet, thence South 75 degrees 14 minutes 22 seconds East a distance of 174.54 feet, thence North 86 degrees 33 minutes 02 seconds East a distance of 141.06 feet, thence South 87 degrees 31 minutes 36 seconds East a distance of 157.80 feet, thence South 31 degrees 25 minutes 02 seconds East a distance of 219.05 feet, thence South 87 degrees 12 minutes 04 seconds East a distance of 68.18 feet, thence South 58 degrees 53 minutes 46 seconds East 162.50 feet, thence North 79 degrees 48 minutes 00 seconds East a distance of 250.78 feet, thence South 59 degrees 49 minutes 26 seconds East a distance of 138.42 feet, thence South 36 degrees 06 minutes 08 seconds West a distance of 211.43 feet, thence South 22 degrees 10 minutes 58 seconds East a distance of 148.29 feet, thence North 83 degrees 46 minutes 56 seconds East a distance of 141.57 feet, thence South 58 degrees 40 minutes 06 seconds East a distance of 93.49 feet, thence North 87 degrees 39 minutes 10 seconds East a distance of 110.43 feet, thence North 65 degrees 16 minutes 48 seconds East a distance of 169.96 feet, thence North 79 degrees 47 minutes 10 seconds East a distance of 112.79 feet, thence North 65 degrees 44 minutes 19 seconds East a distance of 311.51 feet, thence South 70 degrees 45 minutes 02 seconds East a distance of 400.38 feet, thence South 43 degrees 49 minutes 51 seconds East a distance of 138.62 feet, thence South 33 degrees 55 minutes 24 seconds East a distance of 136.18 feet, thence South 52 degrees 40 minutes 12 seconds East 301.23 feet to the Westerly right-of-way of Fred George Road, thence North 04 degrees 00 minutes 05 seconds East along said Westerly right-of-way of Fred George Road a distance of 1110.67 feet, thence North 85 degrees 59 minutes 55 seconds West a distance of 340.01 feet, thence North 69 degrees 53 minutes 28 seconds West a distance of 529.20 feet to the POINT OF BEGINNING; containing 98.60 acres, more or less.

Does hereby dedicate all roads, streets, alleys, rights-of-way easements, parks, recreation areas, utility, drainage and other easements to Huntington Estates Home Owner's Association, Inc., a Florida non-profit corporation.

## THE ESSEX CORPORATION

Mildred J. Connors  
WITNESS

Robert P. Davis  
AS ITS PRESIDENT

Robert P. Davis  
WITNESS

Robert P. Davis  
AS ITS SECRETARY

I Hereby Certify that this is a true and accurate representation of the property shown hereon.

PREPARED BY

**BROWARD DAVIS & ASSOC., INC.**

ENGINEERING AND LAND SURVEYING  
2414 MAHAN DRIVE TALLAHASSEE, FLORIDA

BROWARD P. DAVIS  
Registered Land Surveyor  
Florida Certificate No. 1254



## Huntington Estates

Know all men by these presents that The Essex Corporation, a corporation organized under the laws of the State of Florida, the owner in fee simple of the lands shown hereon and more particularly described as follows:

Begin at a concrete monument marking the Northeast corner of Lot 650 of the Supplementary Map of the Plantation of the Florida Pecan Endowment Company, a subdivision as per map or plat thereof, recorded in Plat Book 1, page 4 of the Public Records of Leon County, Florida, located in Section 8, Township 1 North, Range 1 West, Leon County, Florida, and run South 89 degrees 56 minutes 56 seconds West along the North boundary of said Lot 650 and a projection thereof, a distance of 695.69 feet to the East boundary of Lot 634 of said Plantation, thence North 00 degrees 55 minutes 31 seconds West along the East boundary of said Lot 634 a distance of 310.07 feet, thence South 29 degrees 56 minutes 32 seconds West a distance of 316.89 feet to the East boundary of Lot 658 of said Plantation, thence North 00 degrees 37 minutes 13 seconds West along the East boundary of said Lot 658 a distance of 60.00 feet, thence North 89 degrees 56 minutes 32 seconds East a distance of 181.16 feet, thence North 33 degrees 55 minutes 53 seconds East a distance of 2.97 feet, thence North 02 degrees 41 minutes 47 seconds West a distance of 80.31 feet, thence North 54 degrees 18 minutes 33 seconds East a distance of 56.33 feet, thence North 70 degrees 49 minutes 07 seconds West a distance of 50.80 feet, thence North 11 degrees 41 minutes 27 seconds West a distance of 60.72 feet, thence North 70 degrees 23 minutes 27 seconds West a distance of 56.87 feet, thence North 18 degrees 39 minutes 33 seconds East a distance of 196.80 feet, thence North 10 degrees 32 minutes 53 seconds East a distance of 67.40 feet, thence North 20 degrees 48 minutes 23 seconds East a distance of 153.00 feet, thence North 39 degrees 03 minutes 57 seconds West a distance of 72.38 feet, thence North 03 degrees 56 minutes 17 seconds West a distance of 83.75 feet, thence North 13 degrees 48 minutes 03 seconds East a distance of 51.85 feet, thence North 28 degrees 36 minutes 57 seconds West a distance of 30.81 feet, thence North 42 degrees 36 minutes 57 seconds West a distance of 92.17 feet, thence North 05 degrees 12 minutes 37 seconds West a distance of 41.78 feet, thence South 73 degrees 03 minutes 16 seconds East a distance of 35.10 feet, thence North 62 degrees 32 minutes 43 seconds East a distance of 37.73 feet, thence North 78 degrees 33 minutes 23 seconds East a distance of 77.86 feet, thence North 50 degrees 01 minute 23 seconds East a distance of 57.85 feet to the Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157), thence North 39 degrees 14 minutes 03 seconds West along said Southwesterly right-of-way boundary of Old Bainbridge Road (State Road 157) a distance of 866.13 feet, thence South 50 degrees 45 minutes 57 seconds West a distance of 289.86 feet, thence North 84 degrees 19 minutes 35 seconds West a distance of 533.62 feet, thence South 00 degrees 24 minutes 51 seconds East a distance of 556.84 feet, thence South 00 degrees 29 minutes 13 seconds East 337.41 feet, thence South 00 degrees 21 minutes 47 seconds East 1334.22 feet, thence South 75 degrees 14 minutes 22 seconds East a distance of 174.54 feet, thence North 86 degrees 33 minutes 02 seconds East a distance of 141.06 feet, thence South 87 degrees 31 minutes 36 seconds East a distance of 157.80 feet, thence South 31 degrees 25 minutes 02 seconds East a distance of 219.05 feet, thence South 87 degrees 12 minutes 04 seconds East a distance of 68.18 feet, thence South 58 degrees 53 minutes 46 seconds East 162.50 feet, thence North 79 degrees 48 minutes 00 seconds East a distance of 250.78 feet, thence South 59 degrees 49 minutes 26 seconds East a distance of 138.42 feet, thence South 36 degrees 06 minutes 08 seconds West a distance of 211.43 feet, thence South 22 degrees 10 minutes 58 seconds East a distance of 148.29 feet, thence North 83 degrees 46 minutes 56 seconds East a distance of 141.57 feet, thence South 58 degrees 40 minutes 06 seconds East a distance of 93.49 feet, thence North 87 degrees 39 minutes 10 seconds East a distance of 110.43 feet, thence North 65 degrees 16 minutes 48 seconds East a distance of 169.96 feet, thence North 79 degrees 47 minutes 10 seconds East a distance of 112.79 feet, thence North 65 degrees 44 minutes 19 seconds East a distance of 311.51 feet, thence South 70 degrees 45 minutes 02 seconds East a distance of 400.38 feet, thence South 43 degrees 49 minutes 51 seconds East a distance of 138.62 feet, thence South 33 degrees 55 minutes 24 seconds East a distance of 136.18 feet, thence South 52 degrees 40 minutes 12 seconds East 301.23 feet to the Westerly right-of-way of Fred George Road, thence North 04 degrees 00 minutes 05 seconds East along said Westerly right-of-way of Fred George Road a distance of 1110.67 feet, thence North 85 degrees 59 minutes 55 seconds West a distance of 340.01 feet, thence North 69 degrees 53 minutes 28 seconds West a distance of 529.20 feet to the POINT OF BEGINNING; containing 98.60 acres, more or less.

Does hereby dedicate all roads, streets, alleys, rights-of-way easements, parks, recreation areas, utility, drainage and other easements to Huntington Estates Home Owner's Association, Inc., a Florida non-profit corporation.

## THE ESSEX CORPORATION

Mildred J. Connors  
WITNESS

Robert P. Davis  
AS ITS PRESIDENT

Robert P. Davis  
WITNESS

Robert P. Davis  
AS ITS SECRETARY

I Hereby Certify that this is a true and accurate representation of the property shown hereon.

PREPARED BY

**BROWARD DAVIS & ASSOC., INC.**

ENGINEERING AND LAND SURVEYING  
2414 MAHAN DRIVE TALLAHASSEE, FLORIDA

BROWARD P. DAVIS  
Registered Land Surveyor  
Florida Certificate No. 1254

