

DECLARATION OF RESTRICTIONS

RESTON

KNOW ALL MEN BY THESE PRESENTS:

That Donald T. Carrigan and William R. Ousley, as General Partners of a limited partnership known as Capital Fund Partnership, Ltd., herein called the Owners, are the owners of Increment I of Reston, as per recorded plat in the official records of Gadsden County, Florida, Official Record Book Number One.

The Owners, for themselves and their successors, legal representatives and assigns, hereby restrict the use of aforesaid property and do hereby place upon said land, as described aforesaid, the following covenants and restrictions:

GENERAL PROVISIONS

1. 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 any person owning land described above, their 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 one hundred eighty (180) days 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, unless provided otherwise by law.

2. Any notice required to be sent to any 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 owner on the official records of Gadsden County, Florida at the time of such mailing.

3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants. Failure by the Association, if one has been created, or any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Invalidity of any one of these covenants or restrictions shall not affect any other provisions contained herein.

AMENDMENTS

5. The Owners of the land described on the plat of Increment I, Reston, and referred to herein above, reserves and shall have the sole right to:

(a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,

(b) include in any contract or deed subsequent Declarations of Covenants and Restrictions, or other instrument hereafter made and additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions contained herein,

(c) release any building or plot from any part of the covenants and restrictions which have been violated including, without limiting the foregoing, violations of building restrictions and provisions hereof relating thereto if the Developer, in its sole judgment, determines such violation to be insubstantial.

ADDITIONAL COVENANTS

6. The property owners may not, without the prior written approval of the Developer, impose any additional covenants or restrictions on any part of the land shown on the plat of Increment I, Reston, referred to herein above except as provided in paragraph 1.

LAND USE

7. Each parcel shall be limited in use to one single-family residential dwelling and related out buildings. Parcels shall not be subdivided other than as indicated on the recorded subdivision plat. Once the construction of any building has begun, work thereon shall be continued with expedience and diligence until the full completion thereof.

PROHIBITION OF COMMERCIAL ACTIVITY

8. Commercial activity of any kind shall not be allowed.

PROHIBITION OF MOBILE HOMES

9. No modular home, mobile home, either single- or doublewidth or other configuration, lean-to or any other temporary structure of any kind shall be allowed on the property

at any time.

BUILDING REQUIREMENTS

10. (a) Each dwelling unit will have a minimum of fourteen hundred (1,400) square feet of livable enclosed heated space.

(b) No structure shall be located on any parcel within sixty (60) feet of the front lot line and twenty (20) feet of the side lot lines.

(c) No fence shall be erected within sixty (60) feet of the front lot line.

(d) One single-family residential dwelling shall be the only structure allowed within two hundred (200) feet of the front lot line.

(e) Barns, tool sheds and other accessory out buildings shall be allowed beyond two hundred (200) feet of the front lot line.

PRESERVATION OF NATURAL ENVIRONMENT

11. No tree or shrub larger than two (2) inches in diameter shall be cleared within twenty (20) feet of the side lot line nor within sixty (60) feet of the front lot line except for clearing for a driveway, said driveway clearing shall not exceed twenty (20) feet in width.

LIVESTOCK AND POULTRY

12. Two large animals per parcel and small animals (poultry, goats, etc.) for family use only shall be permitted beyond two hundred (200) feet of the front lot line, however, if the lot is adjacent to a running stream or body of water, no large or small livestock shall be allowed. No swine shall be allowed. Household pets are excluded from the provision of this paragraph.

SIGNS

13. No sign of any kind, other than a sign designating the residence of the owner, 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.

ARCHITECTURAL REVIEW COMMITTEE

14. House plans must be approved by an Architectural Review Committee composed of two (2) representatives of the Owner of the land described herein. Response shall be forthcoming within thirty (30) days after plans are sub-

mitted. Approval shall not be unreasonably withheld.

EASEMENTS

15. All parcels shall be subject to recreation, utility and drainage easements of record per recorded subdivision plat.

NUISANCES

16. 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.

HOMEOWNER'S ASSOCIATION

17. If the owners of any of the parcels of land platted as Reston on the official record books of Gadsden County decide to form a Homeowner's Association and such decision is agreed to by a majority of the owners of parcels of land platted as Reston on the official record books of Gadsden County at the time of the decision, each parcel owner shall automatically become a member of the association which shall be known as the Reston Homeowner's Association subject to all of its rights, privileges, duties and obligations.

IN WITNESS WHEREOF, Donald T. Carrigan and William R. Ousley, general partners of the limited partnership known as Capital Fund Partnership, Ltd. have executed this instrument on this the 6th day of August, 1976.

Signed in the presence of:

John Barr

Donald T. Carrigan
DONALD T. CARRIGAN, General Partner

William R. Ousley

William R. Ousley
WILLIAM R. OUSLEY, General Partner

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned authority, this day personally appeared Donald T. Carrigan and William R. Ousley to me known to be the persons described herein who have acknowledged to me that they executed the same this 6th day of August, 1976.

Lillian Weaver
NOTARY PUBLIC, State of Florida
at Large... My commission expires:
Notary Public, State of Florida at Large.
My Commission Expires Oct. 5, 1977.

FILED 1976-8-20
BY GADSDEN COUNTY, FLORIDA
REC. NO. 16-12-76
RECORDED IN THE BOOK 213
PAGE 225 AND INDEXED
BY Lillian Weaver