

# LAKE TALLAVANA

## TALLAVANA HOMEOWNERS' ASSOCIATION

### RESTRICTIVE COVENANTS

There are minor differences in the restrictive covenants between some sections of lots. For example, lots that are not on the water exclude the restriction about no docks, for obvious reasons. The restrictions reprinted below are those for a lakefront lot. Due to space constraints, only the informative part of the text is reproduced below. (The first item of the covenants is omitted, since it merely denotes when the restrictions were established.)

Please keep in mind the following restrictions are from a specific lot and may not contain the exact wording of all the restrictions that apply to your property. This is provided for your convenience. However, you should refer to your official document of the Restrictive Covenants should you have any questions. If you do not have a copy of the Restrictive Covenants, they are on file in the Official Records Books of the Clerk of the Circuit Court, Gadsden County Courthouse, Quincy, Florida. The Official Record book and page numbers are as follows:

Lots A1-A68, B1-B3, C1-C10, D1-D12, E1-E8, and F1-F6 are in Book 161, page 661, Book 184, page 270 and Book 185, page 630.

Lots A69-A111, D12-D17, E9-E14, and F7-F42 are in Book 184, page 263.

Lots AA1-AA5, BB1-BB25, CC1-CC18, DD1-DD11, EE1-EE6, FF1-FF5 are in Book 190, page 414 and Book 241, page 1.

Lots DD12-DD27, Book 241, page 8. Lots EE-12-EE27 are in Book 198, page 677, Book 230, page 589 and Book 241, page 8.

Lots AAA1-AAA-30 (Mason Dr.) and 29 acres are in Book 155, page 10 and Book 305, page 513.

Following the legal description of the property, the sample document states:

*Now, THEREFORE, in consideration of the hereinabove set forth premises, Tallavana Properties, Inc., the owner and developer of the above described real property, does hereby impose upon the hereinabove described real property the following restrictions and covenants to run with the land and which shall be binding upon all persons purchasing lots within the above-described property and upon all persons claiming by, through, or under Tallavana Properties, Inc., its successors or assigns, until January 1, 2002, at which time said covenants shall be automatically extended for successive ten (10) year periods unless a majority of the then owners of parcels conveyed by Tallavana Properties, Inc., shall agree to change them in whole or in part.*

Item 1 references the lots specific to the recorded document.

Beginning with item two, the restrictive covenants from our sample lot are as follows:

2. All lots shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling, not to exceed two (2) stories in height and a private garage or carport for not more than two (2) cars and a laundry room or tool room attached to the garage or house on the ground floor. If this lot is located contiguous to water, a boat slip may be constructed in connection with the use of each of said residential lots provided that the appropriate permits are obtained for the construction of all of said improvements. Nothing herein contained shall prevent the construction of a basement under any dwelling.

3. No building shall be erected or placed upon any lots unless the design and location of such building have been approved in writing as to the conformity and harmony of external design and location with existing structures on other lots which approval is to be given by the hereinafter designated Architectural Control Committee. If said approval is not granted or denied within thirty (30) days after submission of a written request therefore, which written request shall be accompanied by adequate plans and specifications, the covenant shall be deemed complied with.

4. No building shall be located upon any lot nearer to the front or rear lines than thirty (30) feet nor nearer to any side lot line than ten (10) feet.

5. No dock shall be constructed in conjunction with or adjoining any of said lots.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Nothing herein shall prevent any dwelling being built on more than one (1) lot as shown on said unrecorded plat but no lot shall be subdivided to secure more than one (1) building plat.

8. 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 purposes.

9. No dwelling shall be used as a business or business office open to the general public.

10. No trailer, mobile home, basement (except as otherwise herein provided), tent, shack, garage, barn or other out-buildings shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer, mobile homes, travel trailers, or motor coaches shall be permitted to remain upon any lot other than temporarily unless placed or maintained within an enclosed garage or carport.

11. No lot owner, his guests, invitees, successors, devisees, or assigns shall use any mechanically powered boats upon Lake Tallavana except electric motors, not to exceed five (5) horsepower.

12. Each lot owner by acquiring title to any lot or by acquiring any interest in said lot which would entitle him to the use thereof, either individually or in common with others, does by the acquisition of such title consent to be and shall upon acquisition of said title or interest in said lot, automatically become a member in Tallavana Homeowners' Association, Inc. and does agree to abide by the provisions of such Association's Charter, By-Laws and Regulations with relation to the use of such lot and Lake Tallavana and to pay such assessments as are reasonably levied by said Homeowners' Association.

13. No septic tank shall be located closer than one hundred (100) feet to the high water mark of Lake Tallavana.

14. There has been heretofore created a committee called the Lake Tallavana Architectural Control Committee (hereinabove and hereinafter referred to as the "Architectural Control Committee" or the "Committee"). Said Committee was elected and chosen from members of the Tallavana Homeowners' Association, Inc. at a special meeting held on February 24, 1974. Tallavana Properties, Inc. did not vote in the election of such Architectural Control Committee members, and under the Articles of Incorporation, cannot vote for said members at future elections. The owners of real property in the Lake Tallavana development other than Tallavana Properties, Inc. must, from time to time, elect such Committee members. The Committee functions as a Committee of the Tallavana Homeowners' Association, Inc.

15. If the grantor or any persons claiming by, through, or under the grantor or its heirs or assigns, or any other person shall violate or attempt to violate any of the restrictions re covenants herein contained, it shall be lawful for any person or persons owning any lot depicted upon said unrecorded plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages for such violation.

16. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the remaining covenants and restrictions contained herein which shall remain in full force and effect.

17. No clearing of vegetation or trees shall be done within thirty (30) feet of the front or rear lines or within ten (10) feet of side lot lines except:

- (a) The removal of underbrush shall be permitted;
- (b) Dogwood, Redbud and Magnolia trees under one (1) inch in diameter may be removed unless protected by law;
- (c) All scrub or Black Jack Oak may be removed;
- (d) All other species of trees under four (4) inches in diameter may be removed;  
and
- (e) All trees and other vegetation may be removed for construction of a driveway not to exceed twenty (20) feet in width.

18. These restrictions shall run with the land.