

This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson, Shaw & Manasse, P.A.  
350 Thomaville Road - 4th Floor  
Tallahassee, Florida 32310

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF APALACHEE HILLS HOMEOWNERS' ASSOCIATION, INC.**

**THIS DECLARATION, made on the date hereinafter set forth by C & C  
DEVELOPERS, INC., hereinafter referred to as "Declarant",**

**WITNESSETH:**

**WHEREAS, Declarant is the owner of certain property in Leon County, State of Florida,  
which is more particularly described as:**

**See Exhibit "A" attached hereto and by reference made a party herof;**

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

**ARTICLE I  
Definitions**

**Section 1. "Association" shall mean and refer to APALACHEE HILLS  
HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.**

**Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons  
or entities, of the fee simple title to any Lot which is a part of the Properties, including contract**

sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property, including but not limited to the storm water facility, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

**Section 5.** "Declarant" shall mean and refer to C & C Developers, Inc., its successors and assigns.

**ARTICLE II  
Property Rights**

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

(a) The right of the association to suspend the voting rights by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Transfer.** The Developer shall deed the private roads, drainage areas, storm water facility and Common Area to the Association before more than 70% of the lots have been transferred.

**ARTICLE III  
Membership and Voting Rights**

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

**Section 2.** The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

**ARTICLE IV  
Covenant for Maintenance Assessments  
Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable

attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$75.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $2/3$ ) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence within one year after construction of private roads or other common improvements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. The annual assessment shall include both maintenance costs and a reasonable contribution to a reserve account. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

**ARTICLE V  
Land Use and Building Type**

No lot shall be used except for residential purposes.

**ARTICLE VI  
Dwelling Size**

No dwelling shall be permitted on any lot unless it is at least 800 square feet.

**ARTICLE VII**  
**Building Location**

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Codes.

**ARTICLE VIII**  
**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 any annoyance or nuisance to the neighborhood.

**ARTICLE IX**  
**Signs**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet to advertise the property for sale or lease.

**ARTICLE X**  
**Livestock and Poultry**

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 they are not kept, bred or maintained for any commercial purpose.

**ARTICLE XI**  
**Recreational Vehicles and Activities**

No boat, trailer, motorcycle, motor home, camper, plane, recreational vehicle nor commercial van or truck may be parked nor stored on any street nor any Lot except within an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt condition, shall not be pursued nor undertaken except within an enclosed garage.

**ARTICLE XII**  
**General Provisions**

**Section 1. Enforcement.** The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing part in any action to enforce these covenants; in any action against the Association for failure to perform its obligations in regard to annual assessment and the maintenance or repair of streets and other Common Areas; in any action against the Developer for failure to incorporate the Association or perform any obligation imposed hereunder, shall be entitled to recover reasonable attorney fees.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.



Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration the Association bylaws and Articles of Incorporation may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six per cent (66%) nor more than 80% of the Lot Owners. Any amendment must be recorded.

DATED this 19<sup>th</sup> day of April, 2005.

Signed, sealed and delivered in the presence of:

C & C DEVELOPERS, INC.

Annie R. Hill  
Signature

BY: [Signature]  
ROBERT C. CAMP, President

Annie R. Hill  
Printed Name

[Signature]  
Signature

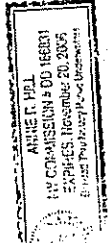
Maet Chenille  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

Robert C. Camp, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: Personally Known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of April, 2005.

[Signature]  
NOTARY PUBLIC



## EXHIBIT "A"

## PARCEL ONE:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2) IN TOWNSHIP ONE SOUTH, RANGE 1 EAST, SAID SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION BEING MARKED BY A ROUND CONCRETE MONUMENT; FROM SAID POINT OF BEGINNING, RUN THENCE NORTH 656 FEET ALONG THE EAST BOUNDARY LINE OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION TWO TO A POINT, AND THENCE RUN WEST THREE HUNDRED AND NINETY-SEVEN AND EIGHT-TENTHS (397 8/10) FEET TO A POINT ON THE EAST SIDE OF THE ROADWAY 20 FEET IN WIDTH, AND THEN RUN SOUTH ALONG THE EAST SIDE OF SAID 20 FOOT ROAD TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTHWEST ¼ (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION TWO (2), AND THEN RUN EAST THREE HUNDRED NINETY-SEVEN AND EIGHT-TENTHS FEET ALONG THE SOUTH BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION TO THE POINT OF BEGINNING.

## PARCEL TWO:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, SAID CORNER BEING MARKED BY A ROUND CONCRETE MONUMENT, RUN THENCE NORTH 656.0 FEET TO AN IRON PIPE WHICH IS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 00 DEGREES 05 MINUTES EAST ALONG THE EAST BOUNDARY LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 2, A DISTANCE OF 240 FEET, THENCE RUN DUE WEST 397.8 FEET THE EAST BOUNDARY OF A 20 FOOT ROADWAY, THENCE RUN SOUTH 00 DEGREES 05 MINUTES WEST ALONG THE EAST BOUNDARY OF SAID 20 FOOT ROADWAY 240 FEET TO AN IRON PIPE, THENCE RUN DUE EAST 397.8 FEET TO THE POINT OF BEGINNING.

## PARCEL THREE:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, SAID CORNER BEING MARKED BY A ROUND CONCRETE MONUMENT, RUN THENCE NORTH 896 FEET TO A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 00 DEGREES 05 MINUTES EAST ALONG THE EAST BOUNDARY LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 2, A DISTANCE OF 718.2 FEET TO AN IRON PIPE, THENCE RUN DUE WEST 397.8 FEET TO AN IRON PIPE ON THE EAST BOUNDARY OF A 20 FOOT ROADWAY, THENCE RUN SOUTH 00 DEGREES 05 MINUTES WEST ALONG THE EAST BOUNDARY OF SAID ROADWAY 718.2 FEET, THENCE RUN DUE EAST 397.8 FEET TO THE POINT OF BEGINNING.

## PARCEL FOUR:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWO (2) IN TOWNSHIP ONE (1) SOUTH, RANGE ONE (1) EAST, SAID SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION BEING MARKED BY A ROUND CONCRETE MONUMENT; THEN RUN WEST 397.80 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN NORTH 2005.75 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF US 27, THEN GO WEST 20 FEET ALONG SAID RIGHT-OF-WAY OF US 27, THEN SOUTH 2005.75 FEET, THEN 20 FEET EAST TO THE POINT OF BEGINNING.

## LESS AND EXCEPT:

A 11,772 SQUARE FOOT PARCEL OF LAND ADJACENT TO THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1298, PAGE 2090 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND BEING A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1751, PAGE 2244 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA; THENCE NORTH 659.72 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST 925.33 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST 32.74 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1298, PAGE 2090 MARKED BY AN IRON PIPE; THENCE NORTH 89 DEGREES 56 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY 146.88 FEET TO AN IRON ROD; THENCE SOUTH 89 DEGREES 57 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY 210.53; THENCE LEAVING THE SOUTH LINE OF SAID PROPERTY SOUTH 00 DEGREES 00 MINUTES 31

SECONDS WEST 32.99 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 48 SECONDS EAST 357.41 FEET TO THE POINT OF BEGINNING..

AND ALSO:

THE WEST 40 FEET OF THE LAND ADJACENT TO THE EAST SIDE OF QUASAR ROAD AND BEING A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1298, PAGE 2090 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH RANGE 1 EAST, LEON COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 55 MINUTES 09 SECONDS WEST 397.80 FEET TO THE EAST BOUNDARY OF QUASAR ROAD; THENCE ALONG THE EAST BOUNDARY OF QUASAR ROAD AS FOLLOWS: NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST 655.51 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 01 MINUTE 58 SECONDS WEST 962.88 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE CONTINUE ALONG THE EAST BOUNDARY OF QUASAR ROAD AS FOLLOWS: NORTH 00 DEGREES 00 MINUTES 31 SECONDS EAST 391.54 FEET TO AN IRON PIPE AND A NON-TANGENT CURVE ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD 20; THENCE LEAVING SAID QUASAR ROAD RUN EASTERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5661.68 FEET HAVING A CENTRAL ANGLE OF 00 DEGREES 24 MINUTES 19 SECONDS FOR AN ARC DISTANCE OF 40.04 FEET TO AN IRON ROD (CHORD BEARING NORTH 87 DEGREES 29 MINUTES 42 SECONDS EAST 40.04 FEET); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY RUN SOUTH 00 DEGREES 00 MINUTES 31 SECONDS WEST 393.31 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 48 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING.

AND ALSO:

QUASAR ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 1585, PAGE 1963 AND A 10 FOOT STRIP OF LAND ADJACENT TO THE WEST SIDE OF QUASAR ROAD AND BEING A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2072, PAGE 1873 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 55 MINUTES 09 SECONDS WEST 397.80 FEET TO THE EAST BOUNDARY OF QUASAR ROAD; THENCE ALONG THE EAST BOUNDARY OF QUASAR ROAD AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE ALONG THE EAST BOUNDARY OF QUASAR ROAD AS FOLLOWS: NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST 655.51 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 962.88 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS EAST 391.54 FEET TO AN IRON PIPE AND A NON-TANGENT CURVE ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD 20; THENCE LEAVING SAID QUASAR ROAD RUN WESTERLY ALONG SAID NON-TANGENT CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 5661.68 FEET HAVING A CENTRAL ANGLE OF 00 DEGREES 18 MINUTES 14 SECONDS FOR AN ARC DISTANCE OF 30.04 FEET TO AN IRON ROD (CHORD BEARING SOUTH 87 DEGREES 08 MINUTES 25 SECONDS WEST 30.04 FEET); THENCE LEAVING SAID SOUTH RIGHT-OF-WAY RUN SOUTH 00 DEGREES 00 MINUTES 31 SECONDS WEST 120.17 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 29 SECONDS EAST 10.01 FEET TO THE WEST BOUNDARY OF QUASAR ROAD; THENCE ALONG THE WEST BOUNDARY OF QUASAR ROAD AS FOLLOWS: SOUTH 00 DEGREES 00 MINUTES 31 SECONDS WEST 270.40 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 962.87 FEET TO AN IRON ROD; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST 655.54 FEET TO THE SOUTH BOUNDARY OF QUASAR ROAD; THENCE NORTH 86 DEGREES 55 MINUTES 09 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING.

This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson, Shaw & Manausa, P.A.  
3520 Thomasville Road, 4th Floor  
Tallahassee, Florida 32308

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF APALACHEE HILLS  
HOMEOWNERS' ASSOCIATION, INC.**

**KNOW ALL MEN BY THESE PRESENTS:** That this First Amendment to Declaration of Covenants, Conditions and Restrictions of Apalachee Hills Homeowners' Association, Inc. recorded in Book 3274, Page 223 of the public records of Leon County, Florida, heretofore made and entered into on this 21<sup>st</sup> day of October, 2005, executed and entered into by **C & C DEVELOPERS, INC.**, 1111 Carriage Road, Tallahassee, Florida 32312, hereinafter referred to as "Declarant";

Said Declaration of Covenants, Conditions and Restrictions are amended as follows:

**Article I, Definitions, Section 1.** "Association" shall mean and refer to Camp Crossing Homeowners Association, Inc., a Florida corporation, its successors and assigns.

**Article 1, Definitions, Section 4.** "Common Area" shall mean all real property, including but not limited to the storm water facility, including the improvements thereto and roadways owned by the Association for the common use and enjoyment of the Owners.

**Article IV, Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 per lot.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature

Mark Chandler  
Printed Name

[Signature]  
Signature

Annie R. Nil  
Printed Name

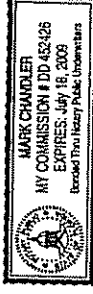
C & C DEVELOPERS, INC.

BY: [Signature]  
ROBERT C. CAMP, President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2005, by ROBERT C. CAMP as President of C & C DEVELOPERS, INC. (who is personally known to me/produced \_\_\_\_\_ as identification) and who (did/did not) take an oath.

[Signature]  
NOTARY PUBLIC



This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson, Shaw & Manausa, P.A.  
3520 Thomasville Road, 4th Floor  
Tallahassee, Florida 32309

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF APALACHEE HILLS HOMEOWNERS'  
ASSOCIATION, INC.**

**KNOW ALL MEN BY THESE PRESENTS:** That this Second Amendment to Declaration of Covenants, Conditions and Restrictions of Apalachee Hills Homeowners' Association, Inc. recorded in Book 3274, Page 223 and O.R. Book 3405, Page 75 of the public records of Leon County, Florida, heretofore made and entered into on this 14<sup>th</sup> day of August, 2006, executed and entered into by **C & C DEVELOPERS, INC.**, 1111 Carriage Road, Tallahassee, Florida 32312, hereinafter referred to as "Declarant";

Said Declaration of Covenants, Conditions and Restrictions are amended as follows:

**ARTICLE IV, Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The Association shall perform the following services including but not limited to, mowing the lawn, maintaining the irrigation system, collecting trash and maintaining the entrance.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$40.00 per lot.

All other subparts of Article IV, Section 3 shall remain in full force and effect.

**ARTICLE XIII  
PARTY WALL**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and the general rules of Law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this agreement, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and pay all costs caused by his negligence or willful acts.

**Section 5. Right to Contribution runs With Land.** The right of any owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Section 6. Defects.** Declarant hereby affirms that presently there are no known defects in the common wall.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Annie R. Hill

Signature

Annie R. Hill

Printed Name

J. Kay Cluesenkamp

Signature

J. KAY CLUESENKAMP

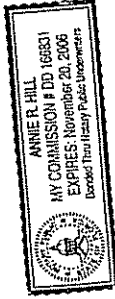
Printed Name

C & C DEVELOPERS, INC.

BY: [Signature]  
ROBERT C. CAMP, President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2006, by **ROBERT C. CAMP** as President of **C & C DEVELOPERS, INC.** (who is personally known to me/produced \_\_\_\_\_ as identification) and who (did/did not) take an oath.



[Signature]  
NOTARY PUBLIC





This instrument prepared by:  
Susan S. Thompson, Esquire  
Smith, Thompson, Shaw & Manassa, P.A.  
3520 Thomasville Road, 4th Floor  
Tallahassee, Florida 32309

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF APALACHEE HILLS HOMEOWNERS'  
ASSOCIATION**

**KNOW ALL MEN BY THESE PRESENTS:** That this Second Amendment to Declaration of Covenants, Conditions and Restrictions of Apalachee Hills Homeowners' Association recorded in Book 3274, Page 223; O.R. Book 3405, Page 75; and O.R. Book 3562, Page 1849 of the public records of Leon County, Florida, heretofore made and entered into on this 18<sup>th</sup> day of September, 2006, executed and entered into by **C & C DEVELOPERS, INC.**, 1111 Carriage Road, Tallahassee, Florida 32312, hereinafter referred to as "Declarant";

Said Declaration of Covenants, Conditions and Restrictions are amended as follows:

**ARTICLE IV, Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be \$100.00 per lot.

All subparts of Article IV, Section 3 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:



Signature

Marie R. Hill

Printed Name

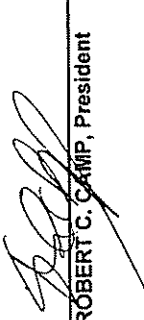


Signature

Eileen C. Rice


Printed Name

**C & C DEVELOPERS, INC.**

BY:   
**ROBERT C. CAMP, President**

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18 day of <sup>September</sup> ~~August~~, 2006, by **ROBERT C. CAMP** as President of **C & C DEVELOPERS, INC.** (who is personally known to me/produced NA as identification) and who (did/did not) take an oath.

  
NOTARY PUBLIC

