

## DECLARATION OF RESTRICTIVE COVENANTS OF BULLOCK'S RUN, EASEMENTS AND PARTY WALL AGREEMENT

THIS DECLARATION, made on this 22<sup>nd</sup> day of August, 2002,  
by **ALVIN G. BULLOCK**, hereinafter referred to as "Declarant", for itself, its successors,  
grantees ad assigns,

### WITNESSETH THAT:

1. **Lands.** The Declarant is the owner of certain land located in Leon County, Florida, more particularly described on Exhibit "A" attached hereto, hereinafter sometimes referred to as "the Property". The Declarant has divided the property into lots upon which the Declarant will construct single-family living units, said lots being substantially in accordance with the map or plat of the Property attached hereto as Exhibit "A" and made a part hereof. The Declarant further intends to impose upon such property restrictive covenants under a general plan for the benefit of all parcels within the property and the owners thereof. These covenants and restrictions are hereby imposed on all lands described on Exhibit "A" (hereinafter called the "property" or the "lands") effective as set forth in Paragraph 3 below.

2. **Name.** The name by which the property shall be known and identified is **BULLOCK'S RUN.**

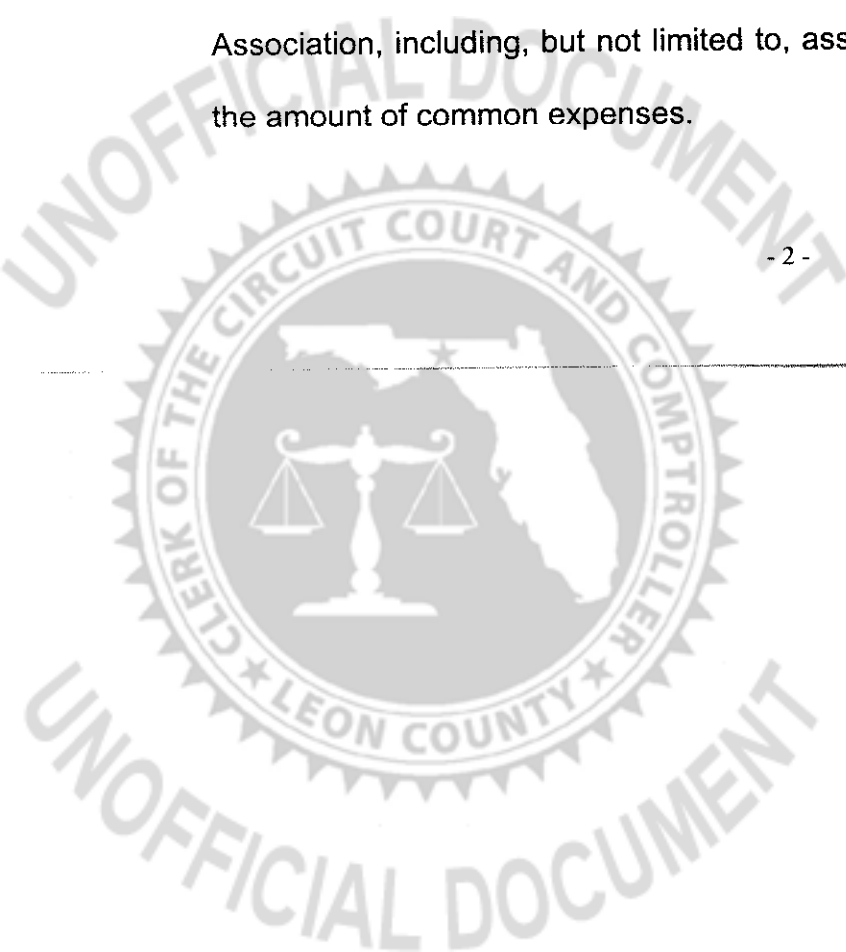
3. **Submission of Property to Restrictive Covenants.** Declarant does hereby impress and impose upon the property the restrictive covenants, obligations, covenants and conditions set forth and provided for herein which shall run with the land. This Declaration shall be binding upon Declarant, its successors, assigns and grantees.



All reservations, easements and cross-easements set forth herein shall, when any deed hereafter executed shall refer to and incorporate these Restrictive Covenants, be deemed to have been granted, excepted or reserved, as the case may be, and shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth therein in full.

4. **Definitions.** The terms used herein and in the Bylaws of the Homeowners' Association, Inc. shall have meanings as follows:

- (a) "Lot" shall mean the 21 parcels of real property within Bullock's Run as shown in Exhibit "A".
- (b) "Homeowner" means the owner of a lot.
- (c) "Association" means Bullock's Run Homeowners' Association, Inc., a non-profit corporation, and its successors, which association shall be responsible for the operation and management of the common areas, and easement areas, and have such other rights, duties and obligations as are set forth in this Declaration.
- (d) "By-laws" shall mean such by-laws as are established by the Association from time to time.
- (e) "Common Expenses" means the expenses for which the homeowners are liable to the Association.
- (f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a Homeowner.
- (g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents profits and revenues over the amount of common expenses.



(h) The "property" means and includes the land described on Exhibit "A", and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein. Declarant may annex additional properties into this Declaration so long as such properties are contiguous and have a common access road with Bullock's Run.

5. **Houses and Boundaries Thereof.** Each house built in Bullock's run shall consist of the following:

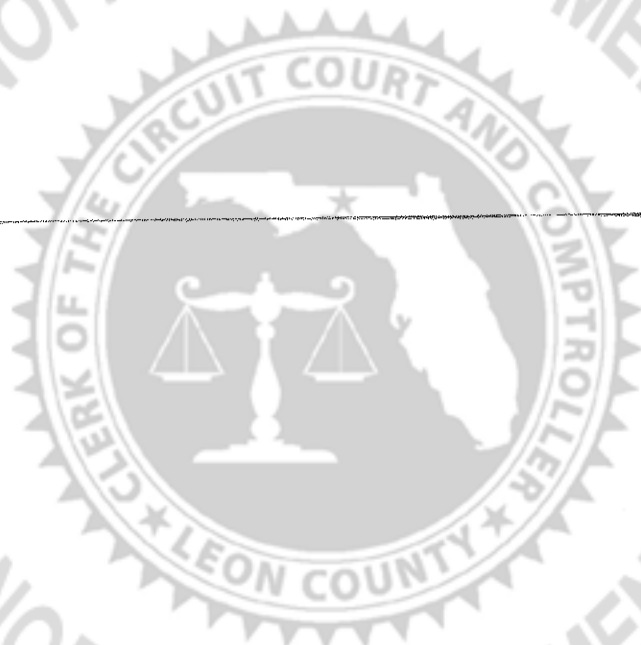
Each house shall include a parcel of real property as described in the deed by which said land and house is conveyed by Declarant to third party purchasers. Every homeowner has a right and easement of enjoyment to the common area, which is appurtenant to title to the lot. The common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Homeowners.

6. **Subdivision.** Each of the 21 lots shown on the plat attached as Exhibit "A" are lots and their use is restricted to the construction of single family homes. Each lot or part thereof as conveyed by the Declarant may not be divided or subdivided.

7. **Membership in the Association.**

(a) Each Homeowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot in Bullock's Run at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:



CLASS A. Class A members shall be all owners except the Declarant, and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be case with respect to any lot owned by Class A members.

CLASS B. The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each lot owned by the Declarant. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership, or on January 1, 2004, whichever first occurs, or upon voluntary cancellation by Declarant. So long as there is Class B membership the following actions require prior approval of FHAVA: Annexation of additional properties, dedication of common area, and amendment to the Declaration of restrictive covenants.

8. **Assessments and Liens.** Each Homeowner (exclusive of the Declarant) by the acceptance of a deed for a house located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Commencing January 1, 2003, annual assessments or charges as herein set forth and as established by the Association; and

(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.



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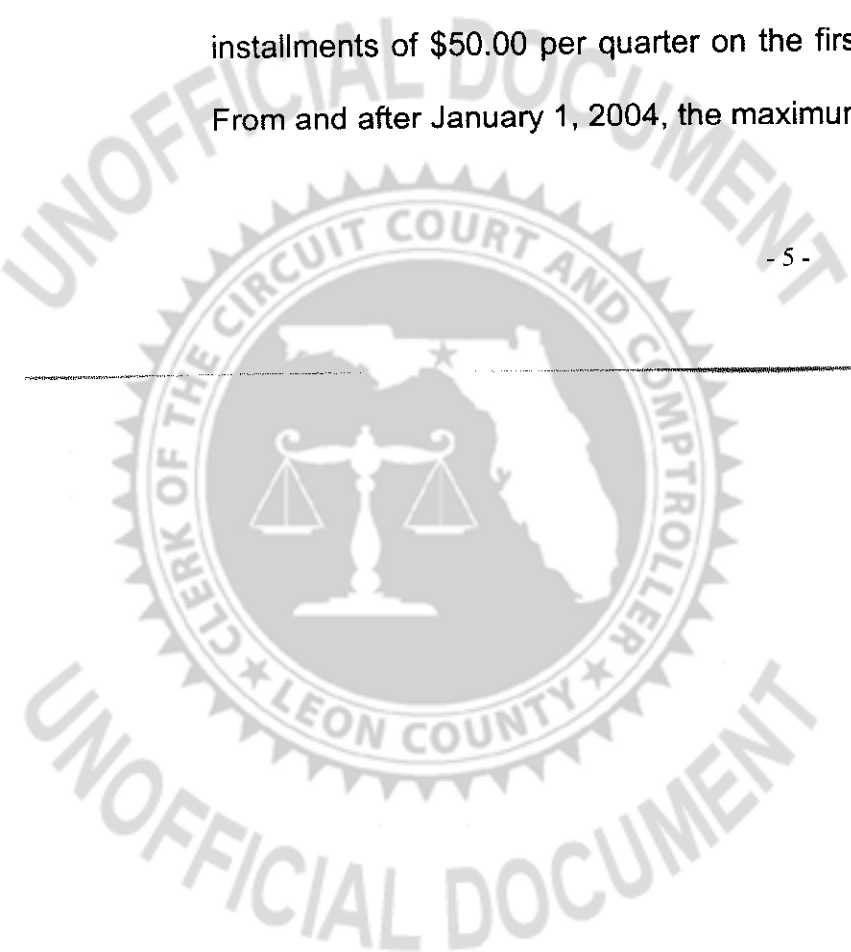
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The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under a Mortgage. Assessments shall be made pursuant to the Bylaws of the Association. No Homeowner may exempt himself from liability for this contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or easement areas or by the abandonment of his lot.

9. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the common areas, and easement areas of the Property, and such other areas which are maintained by the Association, whether owned by the Association or by a Homeowners.

10. **Deposit of Assessments.** Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, Bylaws or other agreements among the Homeowners.

11. **Maximum Annual Assessments.** Until January 1, 2004, the maximum annual assessment per Homeowner shall be \$200.00 per year per home, payable in installments of \$50.00 per quarter on the first day of January, April, July and October. From and after January 1, 2004, the maximum annual assessment may be increased by

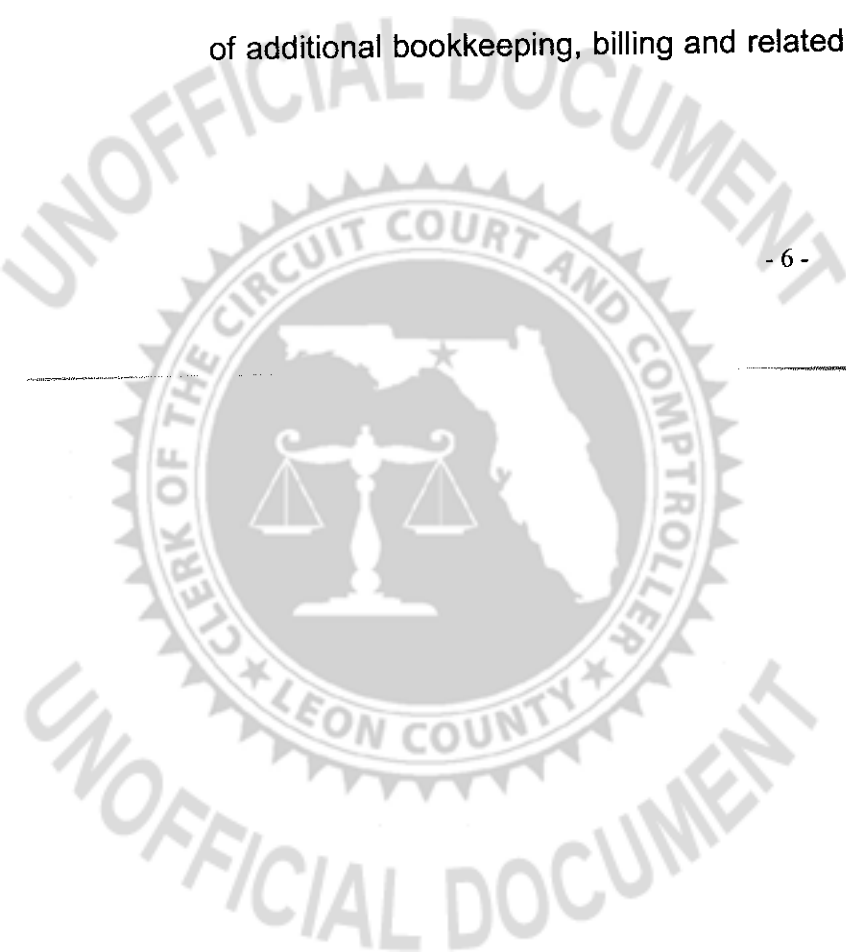


more than ten per cent (10%) only the vote or written consent of at least sixty per cent by (60%) of the votes entitled to be cast. The annual assessments shall commence as to all lots on the first day of January, 2003.

12. **Special Assessments.** 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 the improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures and real or personal property related thereto, or for the exercise of the powers granted in paragraph 17 hereof; provided, however, that any such assessment shall be made in accordance with the Bylaws of the Association.

13. **Collection of Assessments.** All assessments shall be due on the first day of the designated calendar month, and are delinquent if not paid by the 10<sup>th</sup> day of that month. The annual assessment may be prepaid in whole or in part. No set-off shall be allowed to any Homeowner for repairs or improvements, or services contracted for by any Homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with the enforcement of the lien resulting therefrom.

14. **Service Charge of Delinquent assessments.** In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within



ten (10) days after the due date may upon decision of the Board of Directors of the Association bear a service charge of \$5.00 per month from the due date.

15. **Effective Transfer of Title on Assessment.** The sale or transfer of any house shall not affect the easement lien; provided, however, the sale or transfer of any house pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such house from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. However any such grantee shall be entitled to a statement from the Association setting for the amount of the unpaid assessments against the grantor in excess of the amount of the statement; provided further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

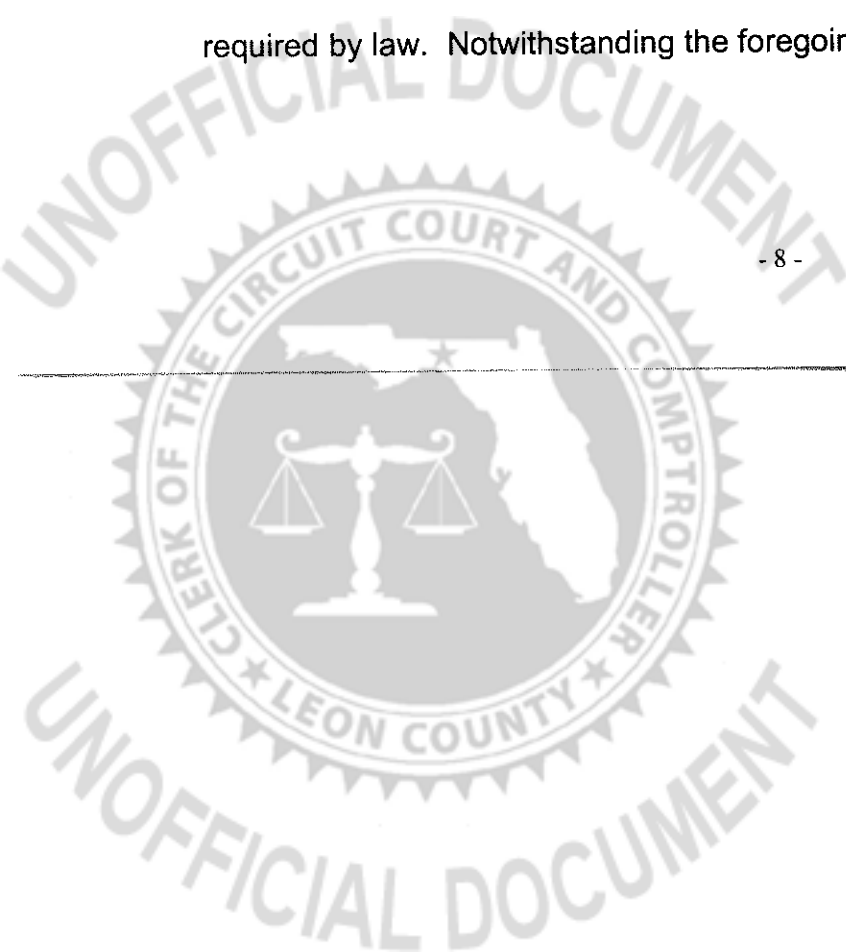
16. **Bidding at Foreclosure Sale.** The Association shall have the power to bid on any house at foreclosure sale thereof and to acquire and hold lease, mortgage and convey the same.

17. **Architectural Control Committee.** The Board of Directors of the Association shall appoint an Architectural Control Committee. With the exception of the initial members, any member of the Committee must be a homeowner. The initial members will serve until January 1, 2004, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The



initial members of the Committee are: \_\_\_\_\_

\_\_\_\_\_, all the residents of Tallahassee, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. No homeowner shall erect to maintain any building, fence, wall or other structure, nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color or appearance of the of the exterior of existing improvements or make any material alteration, addition or deletion to the landscaping of any lot until and unless the plans and specification showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of such changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. Such approval may be withheld for any reason, but if no written notice of approval or disapproval is given by the committee within thirty (30) days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of





the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members until January 1, 2004.

18. **Additional Duties and Powers of Association.** In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set for the in the Articles of Incorporation and Bylaws of the Association, the Association shall:

(a) Maintain and otherwise manage all common areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that are owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television, water, sewer drainage facilities over the common areas or easement or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

19. **Exterior Maintenance of Houses and Other Areas.** The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are owned by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each Homeowner; provided, however, that if a Homeowner shall fail to maintain or make the



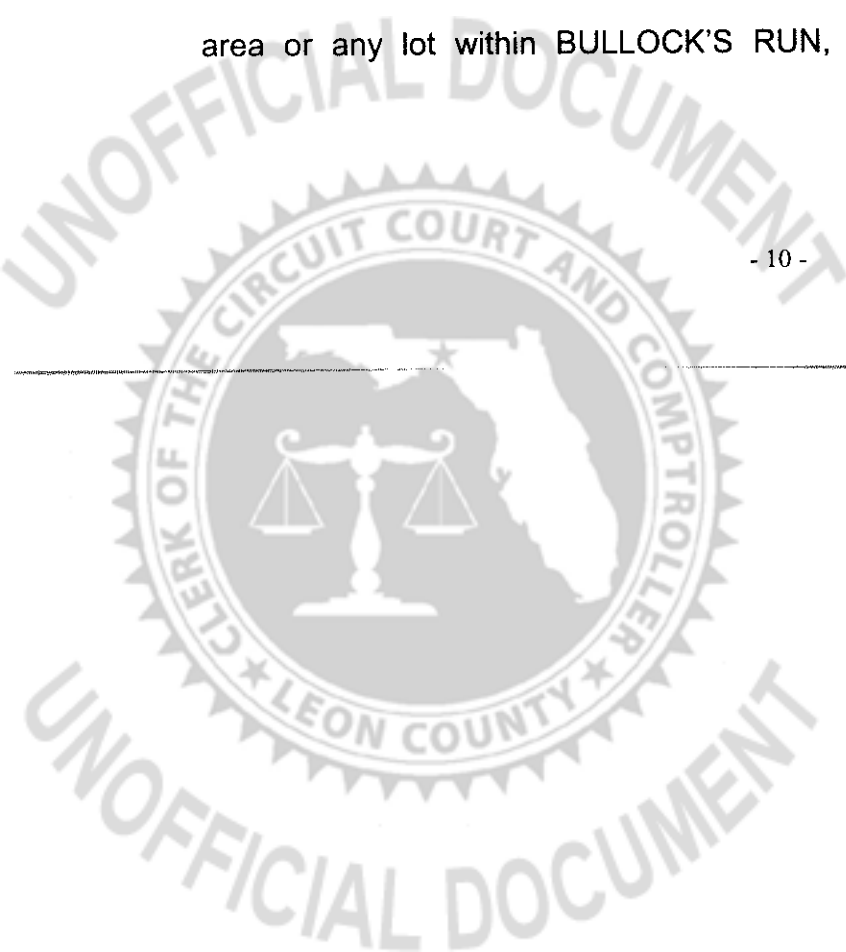
repairs or replacements which are the responsibility of such Homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days notice to Homeowner, the Association shall have the right (but not the obligation) to provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such Homeowner and shall be payable to the Association by such Homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee should have the right after reasonable notice to the Homeowner to go upon any lot.

20. **Easements.** The following easements are hereby granted and imposed in favor of all of the owners of lots within BULLOCK'S RUN, (unless the applicability thereof is specifically otherwise limited herein), and shall be deemed to be covenants running with the land:

(a) Easements reflected on Exhibit "A" attached hereto, including easements for access, driveway, utilities, water, sanitary sewer and drainage.

(b) If any house or appendage thereto shall encroach upon any common area, easement area or other lot by reason of original construction by the Declarant, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

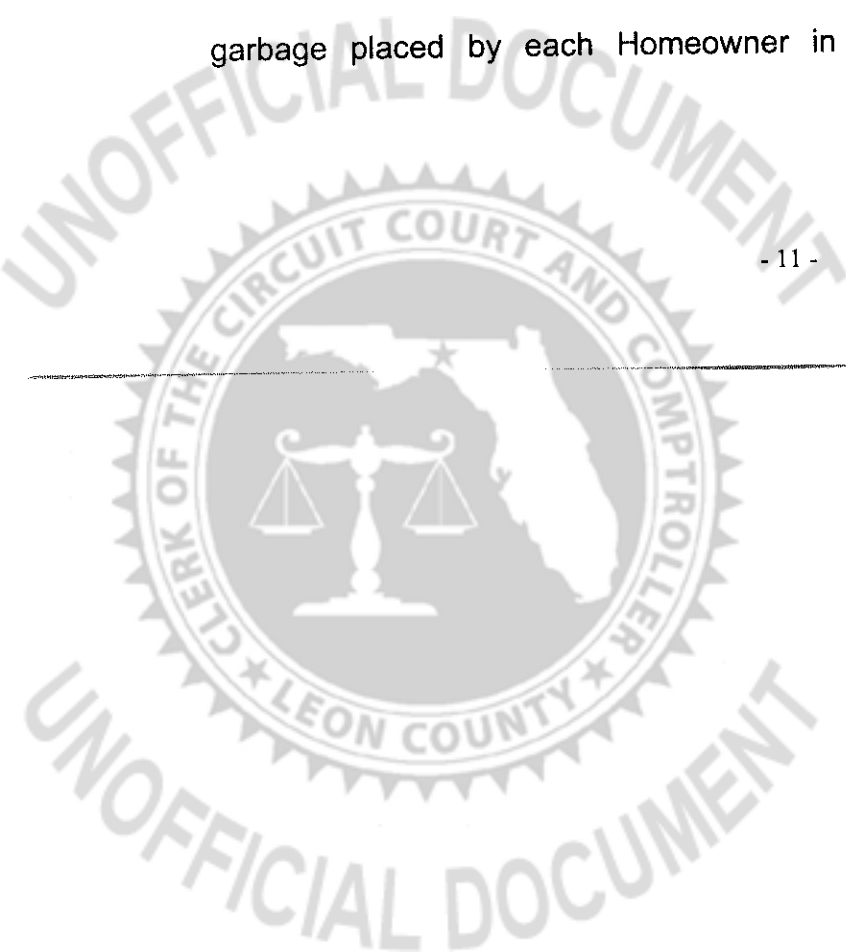
(c) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area, common area or any lot within BULLOCK'S RUN, then an easement appurtenant to such



encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portion thereof lie in or upon homes or lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such lot or to have the utility companies enter upon the lots upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as is and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(e) The health and general welfare of the residents of BULLOCK'S RUN is enhanced by prompt and efficient collection of garbage of the resident. Accordingly, no Homeowner will attempt to impede or interfere with the legitimate efforts of sanitation workers to come upon the lots in BULLOCK'S RUN to pick up and transport the garbage placed by each Homeowner in his garbage receptacle, and reciprocal



easements are imposed upon each lot for the purpose of allowing such sanitation workers to walk across each lot or lots for the purpose of carrying out his task.

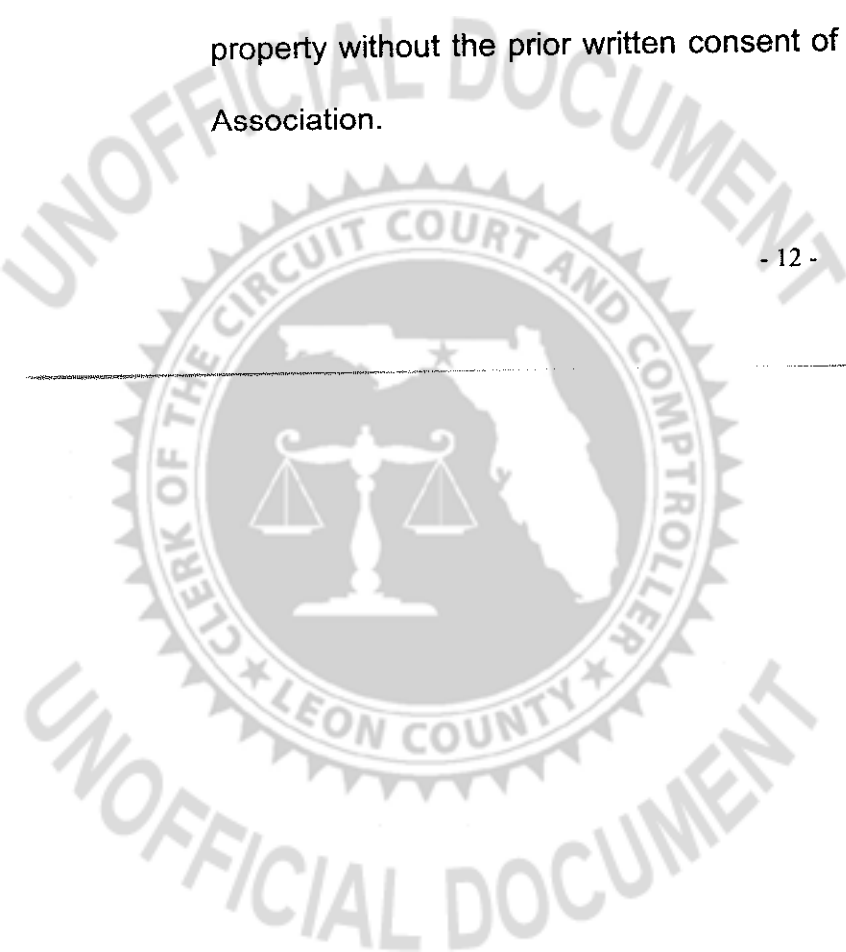
21. **Land use and Building Type.** No house shall be occupied or used except for the residential purposes by the Homeowners, their tenants or social guests, except that the Declarant may use houses owned by it for model homesites and for display to sales offices.

22. **Nuisances.** No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Homeowners or any of them which shall in any way increase the rate of insurance for the property.

23. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other buildings shall be used on any Property at any time as a residence either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during construction.

24. **Signs.** No sign or billboard of any kind shall be displayed to the public view on any house or portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by the Declarant, its business successors or assigns to advertise the property or house during the construction and sale.

25. **Fences.** No Homeowner may construct a fence on any portion of the property without the prior written consent of the Architectural Control Committee of the Association.



(a) No fence shall be located closer to the street than the front of the house. No chain link fence shall be visible from the street.

(b) No fence shall be higher than six feet high.

(c) All fences shall be "good neighbor" fences.

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26. **Garbage Disposal.** All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage, and other waste shall be kept in sanitary containers. All equipment for the storage or disposal or such materials shall be maintained in a clean and sanitary condition, and shall be kept out of sight of neighbors and other residents in BULLOCK'S RUN.

27. **Radio and Television Antennas.** No homeowner may construct or use and operate an external radio or television antenna without the prior written consent of the Association.

28. **Right to Lease.** The Homeowners shall have the absolute right to lease or rent their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the Association.

29. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the property or any part of it.

30. **Regulations.** Reasonable regulations concerning the use of the property (including common areas and easement areas all other areas which the Association owns or maintains) may be made and amended from time to time by the Association.



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Copies of such regulations and amendments shall be furnished by the Association to all Homeowners and residents of the houses upon request.

31. **Pets.** Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leashed or under the direct control of its owner when it is anywhere on the property other than upon owner's lot.

32. **Miscellaneous.**

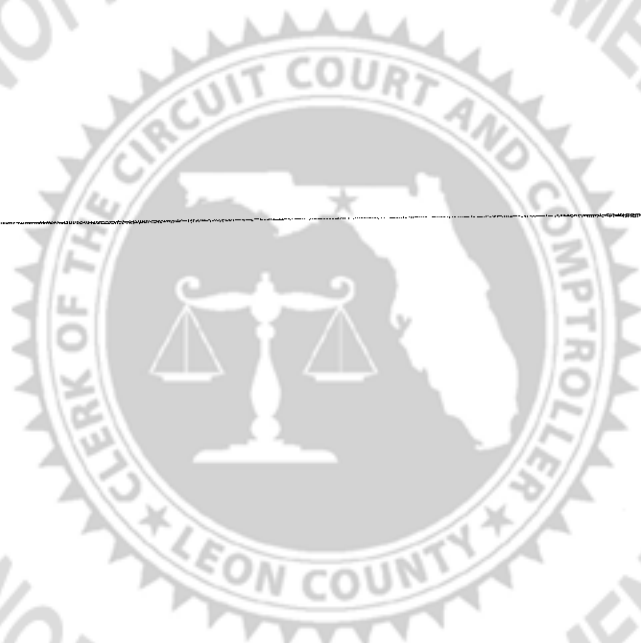
(a) No laundry, mattresses, bedding materials, etc., or clothing shall be hung on or over fences of any home. Clotheslines are prohibited except inside a fence and must not be visible to neighbors.

(b) No window air-conditioning units shall be permitted which would be exposed to the exterior of any building.

(c) No garage may be enclosed.

33. **Enforcement of Obligations.** Each Homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and any regulations adopted by the Association. Upon failure of a Homeowner to so comply, the Declarant, the Association, any mortgagees having a first lien on a house, and other Homeowners shall have the right to institute legal proceedings costs including a reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

34. **Insurance and Homeowner's Obligation to Rebuild.**

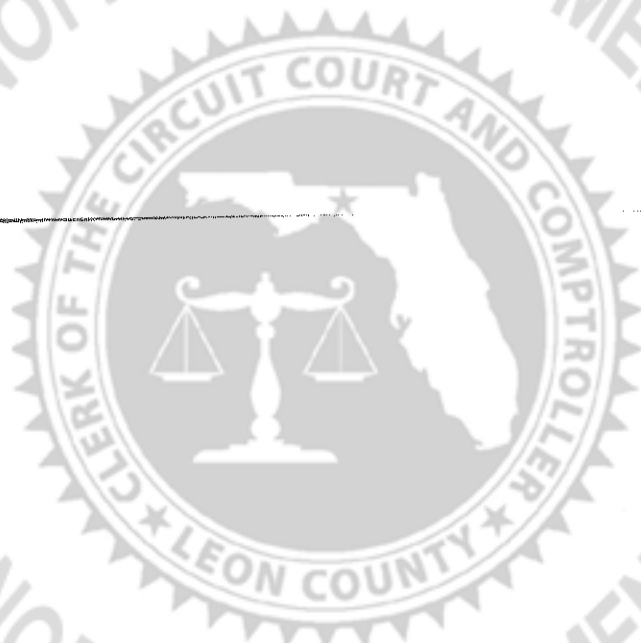


(a) Each Homeowner shall maintain fire extended coverage insurance on his house and improvements in an amount equal to the maximum insurable replacement value. The Association may require the Homeowner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the Association shall otherwise agree.

(b) If all or any portion of a residence is damaged or destroyed by fire or other causality, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be under taken within thirty (30) days after the damage occurs, and shall be completed within one hundred eighty (180) days after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

35. **Development by Declarant.** No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

36. **Election of Board of Directors.** In addition to all other rights and privileges granted to the Declarant under this Declaration, notwithstanding any provisions of the Articles of incorporation and Bylaws to the contrary, the Declarant shall



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be entitled to appoint all of the members of the Board of Directors of the Association, who may or may not be members of the Association. This right shall continue until the Declarant has sold 50% of the lots in BULLOCK'S RUN;

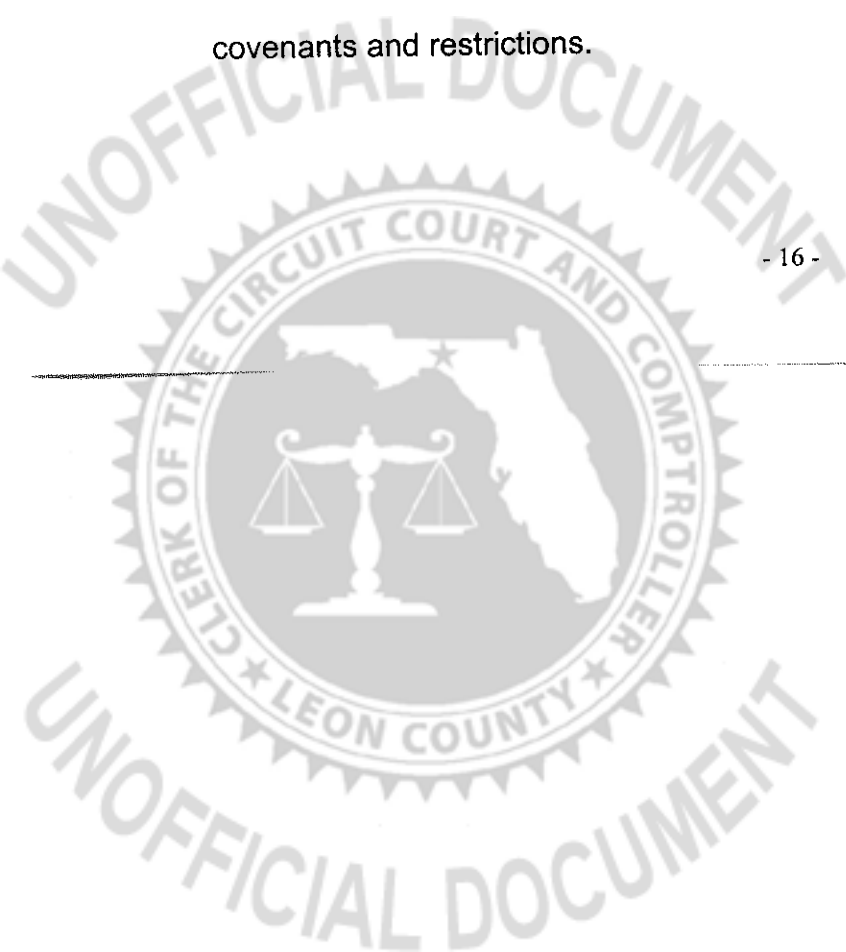
37. **Termination of Responsibility of Declarant.** At such time as the Declarant sells, conveys or otherwise disposes of its interest in and to all of the property in BULLOCK'S RUN, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

38. **Variances.** Variances form in or deviations from this Declaration may be granted by Declarant at any time to Declarant or any property owner within the Property. Variances for such minor deviations, if any, are discretionary.

39. **Titles.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

40. **Severability.** The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or work contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of Association shall not affect the validity of their remaining portions.

41. **Duration.** Unless sooner terminated by the unanimous vote of all lot owners and all first mortgagees of record, these covenants and restrictions shall be binding until December 31, 2038, after which date they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by at least two-thirds (2/3) for the then lot owners has been recorded agreeing to terminate said covenants and restrictions.





The term "Declarant" shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include either masculine or feminine, where appropriate.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Signature

Alvin G. Bullock by  
ALVIN G. BULLOCK

DENISE M Fountain  
Printed Name

[Signature]

[Signature]  
Signature

Mark Chandler  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

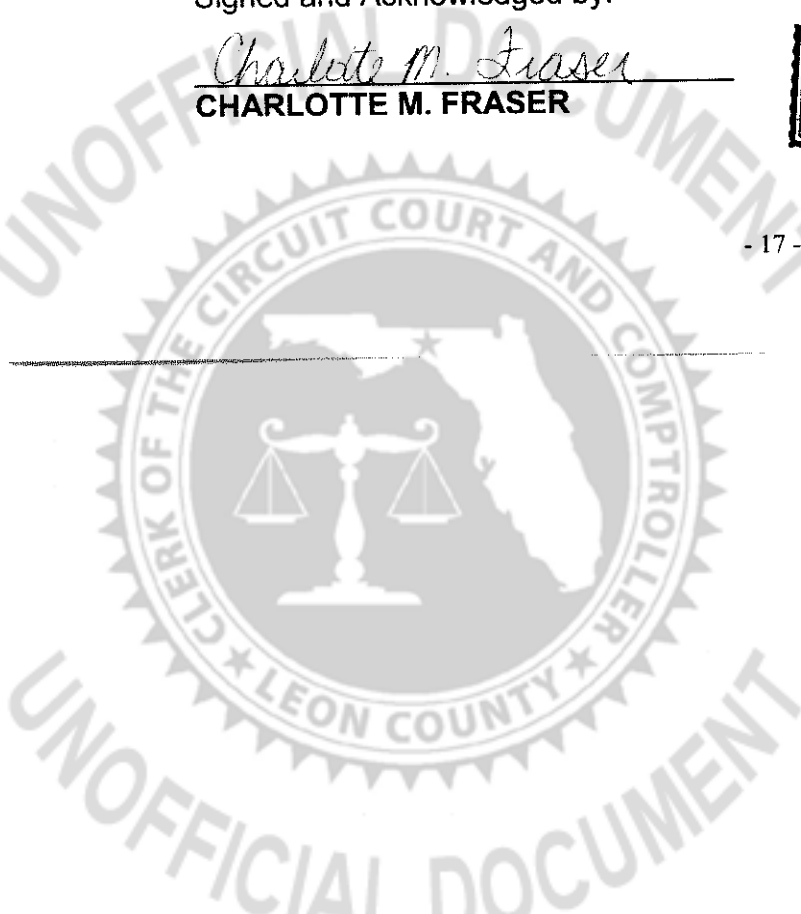
Randy Cary  
for ALVIN G. BULLOCK, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:  
\_\_\_\_\_ and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of July, 2002.

[Signature]  
NOTARY PUBLIC

Signed and Acknowledged by:  
Charlotte M. Fraser  
CHARLOTTE M. FRASER

DENISE M. FOUNTAIN  
MY COMMISSION # CC 904833  
EXPIRES: January 24, 2004  
Bonded Thru Notary Public Underwriters



IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

Leinette Kaneshiro  
Signature

Leinette Kaneshiro  
Printed Name

Judith A Wisdom  
Signature

Judith A Wisdom  
Printed Name

Alvin G. Bullock  
ALVIN G. BULLOCK

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STATE OF Hawaii  
COUNTY OF Honolulu

ALVIN G. BULLOCK, 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: Alvin G. Bullock and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 22<sup>nd</sup> day of August 2002, 2002.



Wai Ai Wong-Lonzanida  
NOTARY PUBLIC  
WAI AI WONG-LONZANIDA  
Notary Public  
My commission expires 6-9-06

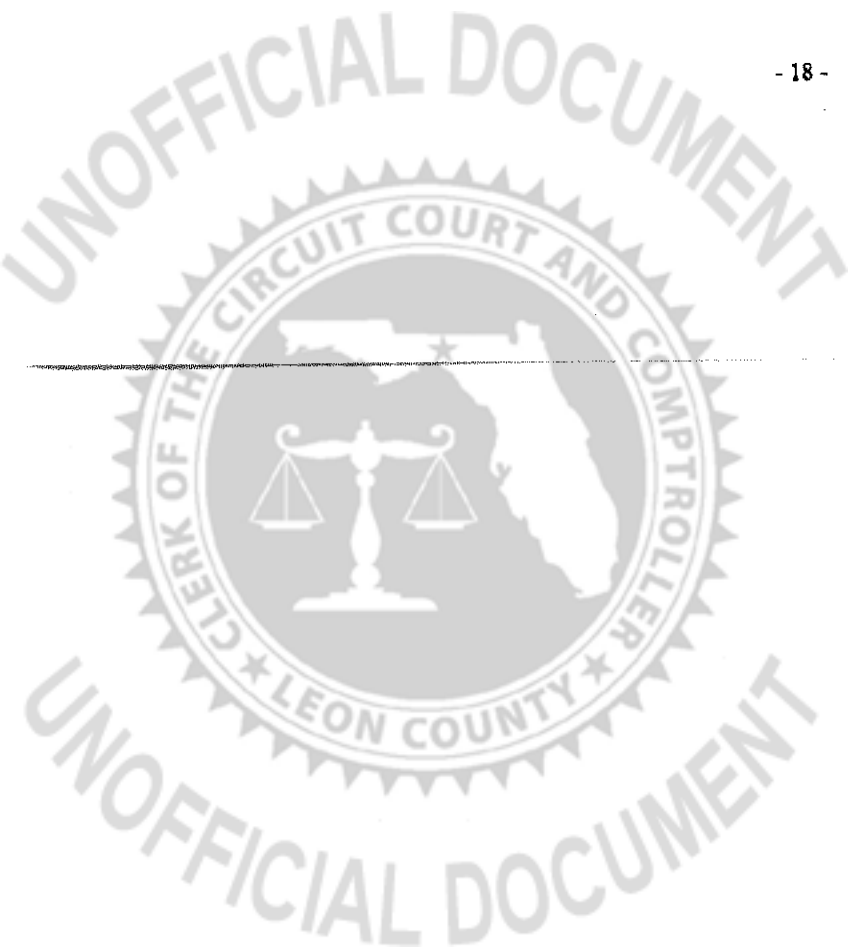


Exhibit "A"

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Lands described in Plat Book 13, Page 41 of the Public records of Leon County, Florida more particularly described as follows:

Lot 61 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, and more particularly described by recent survey as follows:

Begin at a 2 inch iron pipe (found) marking the Southwest corner of said Lot 61, said corner lying on the North right of way boundary of Pecan Road (30 foot right of way), and run North 00 degrees 32 minutes 47 seconds West along the West boundary of said lot 61 a distance of 736.60 feet to a 1 inch iron pipe (found) marking the Northwest corner of said Lot 61, thence North 89 degrees 30 minutes 03 seconds East along the North boundary of said Lot 61 a distance of 294.53 feet to an axle (found) marking the Northeast corner of said Lot 61, thence South 00 degrees 37 minutes 40 seconds East along the East boundary of said lot 61 a distance of 736.04 feet to a concrete monument # LB732 (set) on the North right of way boundary of said Pecan Road, thence South 89 degrees 23 minutes 29 seconds West along said North right of way boundary 295.57 feet to the Point of Beginning, containing 4.99 acres more or less.

