

DR1022PC1051

VELDA HOMEOWNERS ASSOCIATION AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of MARCH, 1982 by and between NEW CONSTRUCT, INC., a Florida corporation, herein referred to as "the Developer" and the undersigned property owners, herein referred to as "the property owners";

WHEREAS the Developer is the owner of the real property described in the Exhibit attached hereto less various tracts of land which the property owners have purchased from the Developer's predecessor in title, and

WHEREAS the Developer desires to create on said property a residential community with streets and which property has located thereon seven lakes constructed by the Developer's predecessor in title, and

WHEREAS the parties hereto are desirous of entering into this agreement for the purpose of providing for the maintenance of the streets located on said property, for the maintenance of the lakes located thereon, and the pumps which service said lakes, and for the payment of taxes on such common areas,

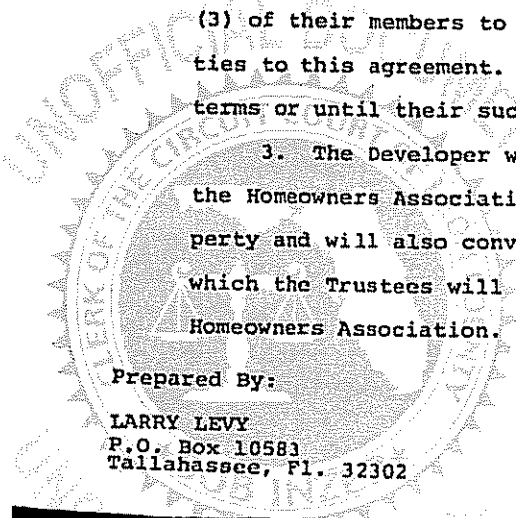
W I T N E S S E T H :

For and in consideration of the premises and other good and valuable considerations, the parties hereto do mutually agree with each other as follows:

1. The name of this Association shall be Velda Homeowners Association.
2. The parties hereto shall elect by majority vote three (3) of their members to serve as Trustees for the remaining parties to this agreement. The Trustees shall serve for one year terms or until their successor shall be elected.
3. The Developer will convey to the Trustees in trust for the Homeowners Association the title to the lakes on said property and will also convey parking areas servicing said lakes, which the Trustees will hold for the use and benefit of the Homeowners Association.

Prepared By:

LARRY LEVY
P.O. Box 10583
Tallahassee, Fl. 32302



573255

RECORDED IN THE
RECORDS OF LEON CO., FLA.
MAR 25 10 30 AM 1982
PAUL F. HANSEN, JR.
CLERK OF CIRCUIT COURT

4. Each member of the Homeowners Association shall have access to each of the seven lakes for the purpose of fishing and boating, but no outboard motors shall be allowed on any of said lakes.

5. The Trustees shall maintain the streets and roads, the lakes and dams thereon, and the wells and pumps servicing said lakes, and the parking areas on the lakes, and shall pay the property taxes on such land held by them as is conveyed to them by the Developer.

6. The Trustees shall ascertain the cost that will be incurred for the services and taxes contemplated by the preceding paragraph, and shall levy an assessment on the members hereof for the payment of the same, based on a pro rata basis as to the proportionate amount of said property that each person owns. Such assessments shall be a charge on the land of each individual property owner 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 costs of collection thereof shall also be the personal obligation of the person who is the owner of such property at the time the assessment fell due.

7. The Trustees shall serve without compensation for their services.

8. Should any property owner not pay such assessment within sixty (60) days after service of notice of such assessment, the Trustees shall have the right to institute appropriate legal proceedings against the delinquent property owners, which shall include the right to foreclose said lien and shall be entitled to all court costs and a reasonable attorney's fee in any of such proceedings. Any lien placed against the property by the Association will be subordinate to any First Mortgage on the property.

9. The property owners shall become members of the Homeowners Association by the execution of this agreement. Future purchasers of any of the property described in the attached exhibit may become members of the Homeowners Association and entitled to all the rights and benefits thereof by likewise executing this agreement.

10. This agreement may be modified or amended at any time by a majority vote of the members, which amendments or modifications shall be indicated by an instrument in writing signed by a majority of the property owners.

11. At such time as the Developer has sold all the property described in the attached Exhibit and has conveyed the common areas to the Trustees as hereinbefore provided, the Developer shall cease to be a member of the Homeowners Association.

12. The parties recognize that some of the property owners own or will own tracts of land which front entirely on county roads and will not be adjacent to any of the service roads herein referred to. Such property owners shall not be assessed for any part of the assessment relating to the maintenance of such roads or the payment of taxes on such roads, but shall pay their pro-rata share of the assessments as it relates to other items described in paragraph 5 hereof.

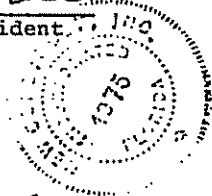
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the day and year first above written.

NEW CONSTRUCT, INC.

Benny Fyke
Witness

By: Charles S. Coble
CHARLES S. COBLE, President.

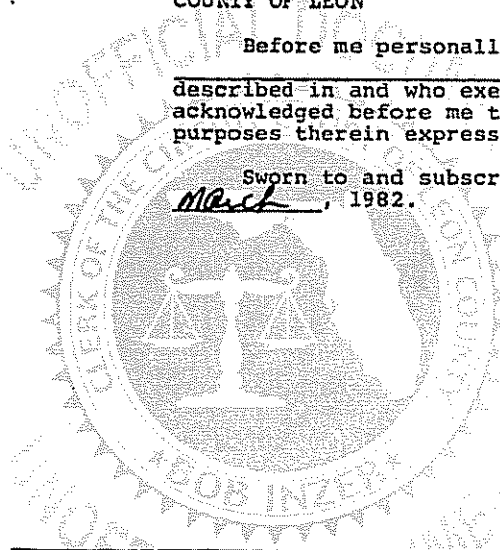
Earl Cuttfield
Witness



STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Charles S. Coble to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that HE executed same for the purposes therein expressed.

Sworn to and subscribed before me this 23rd day of March, 1982.



Earl Cuttfield
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires April 29, 1983
Bonded By American Title & County Company



James D. May
Witness

Barney E. Taylor, Jr.

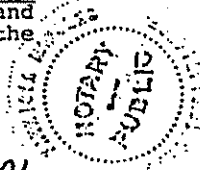
Patricia Mapoles
Witness

DR1022PC1054

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Barney E. Taylor, Jr.
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 22nd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Martha Taylor
Witness

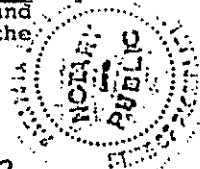
Michael H. Smith

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Michael H. Smith
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 23rd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Martha Taylor
Witness

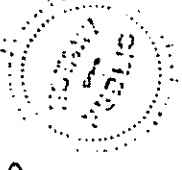
Cecil L. Brown
Carol H. Brown

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

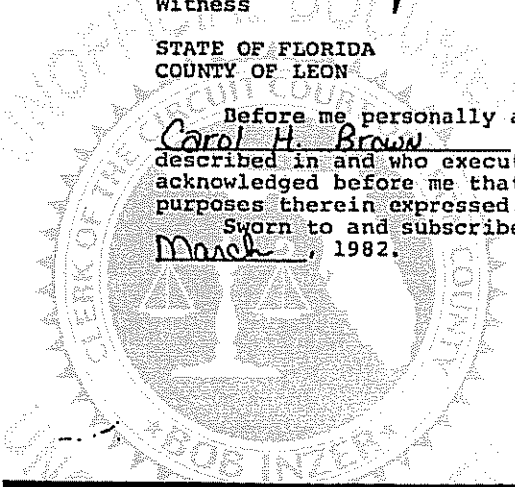
Before me personally appeared Cecil L. Brown and
Carol H. Brown to me known to be the persons
described in and who executed the foregoing instrument and
acknowledged before me that they executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 23rd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS



DR1022PG1055

Barry Taylor
Witness

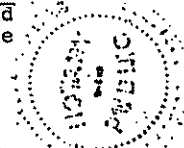
Jay T. Corbett

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Jay T. Corbett
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 23rd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires 4/21/83
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Jay T. Corbett
Witness

Barry Taylor

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Barney Taylor
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 23rd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires 4/21/83
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Jay T. Corbett
Witness

Stephen Taylor

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

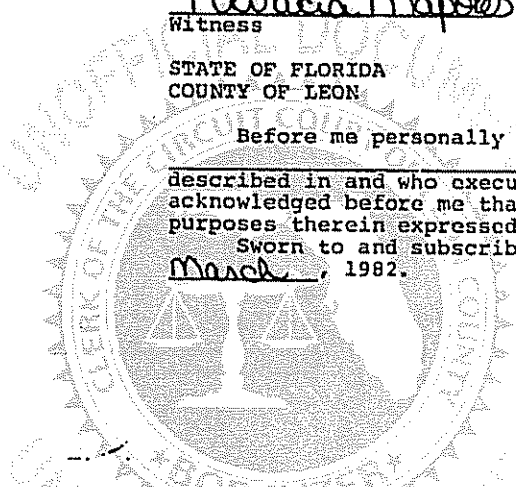
Before me personally appeared Stephen T. Taylor
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 23rd day of
March, 1982.



Patricia Mapoles
Notary Public

My Commission Expires 4/21/83
NOTARY PUBLIC STATE OF FLORIDA AT LA.
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS



OR 1022 P 1056

John E. Goodson
Witness

James E. Estes
Mary Helen Estes

Patricia Maples
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared James E. Estes and Mary Helen Estes to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purposes therein expressed.

Sworn to and subscribed before me this 23rd day of March, 1982.



Patricia Maples
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
My Commission Expires 6/21/83

Herb Taylor
Witness

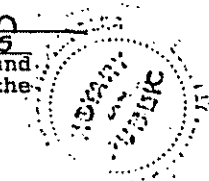
Bruce H. Johnson
Connie T. Johnson

Patricia Maples
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Bruce H. Johnson and Connie T. Johnson to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purposes therein expressed.

Sworn to and subscribed before me this 23rd day of March, 1982.



Patricia Maples
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT L...
MY COMMISSION EXPIRES JUNE 21 1983
My Commission Expires: BONDED THRU GENERAL INS. UNDERWRITERS

Benny Taylor
Witness

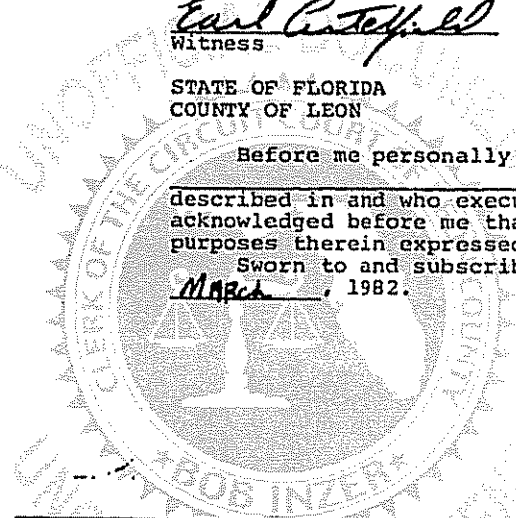
B. Mead White

Earl Castelfield
Witness

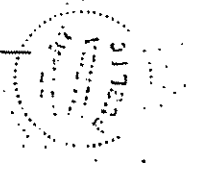
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared B Mead White to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Earl Castelfield
Notary Public
4/29/83
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires April 29, 1983
Bonded by American Life & Casualty Company



Stephen Taylor
Witness

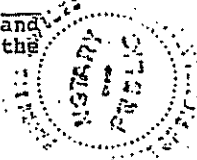
Russell D. Clark

Patricia Maples
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Russell D. Clark to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Patricia Maples
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS
6/21/83

Stephen Taylor
Witness

Jeanne D. Parmer

Melanie Stewart
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Jeanne D. Parmer to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Patricia Maples
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Stephen Taylor
Witness

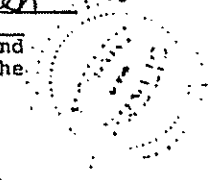
Arthur W. Green

Patricia Maples
Witness

STATE OF FLORIDA
COUNTY OF LEON

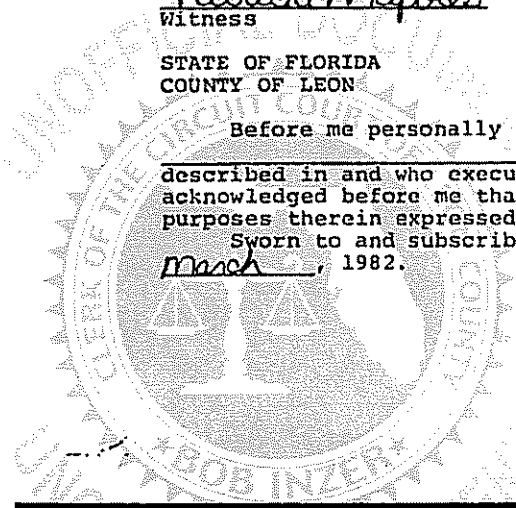
Before me personally appeared Arthur W. Green to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Patricia Maples
Notary Public

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS



Stephen Zepf
Witness

OR 1022761058
Philip M. Hearnburg

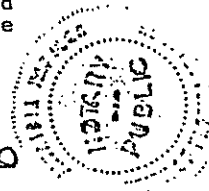
Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Philip M. Hearnburg
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that he executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 24th day of
March, 1982.

Patricia Mapoles
Notary Public



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Stephen Zepf
Witness

Marion D. Payton
Celina J. Payton

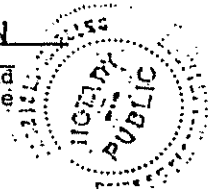
Philip M. Hearnburg
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Marion D. Payton and
Celina J. Payton to me known to be the persons
described in and who executed the foregoing instrument and
acknowledged before me that they executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 24th day of
March, 1982.

Patricia Mapoles
Notary Public



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Stephen Zepf
Witness

Philip Baker
Margaret Baker

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

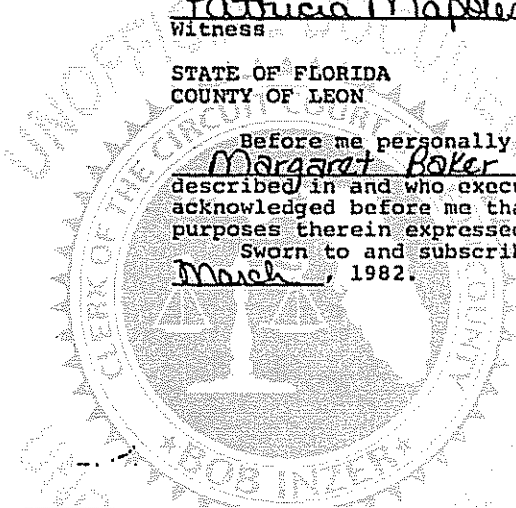
Before me personally appeared Philip Baker and
Margaret Baker to me known to be the persons
described in and who executed the foregoing instrument and
acknowledged before me that they executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 24th day of
March, 1982.

Patricia Mapoles
Notary Public



My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS



DR1022PC1059

Steph Taylor
Witness

Marshall Sorensen

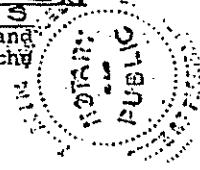
Patricia Mapoles
Witness

Alice Sorensen

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Marshall Sorensen and Alice Sorensen to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Patricia Mapoles
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission Expires:

4/21/83

Steph Taylor
Witness

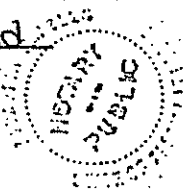
Gordie Harris
Vicki K Harris

Patricia Mapoles
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Gordie Harris and Vicki K. Harris to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purposes therein expressed.

Sworn to and subscribed before me this 24th day of March, 1982.



Patricia Mapoles
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT L
MY COMMISSION EXPIRES JUNE 21 1983
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission Expires:

B. Maude White
Witness

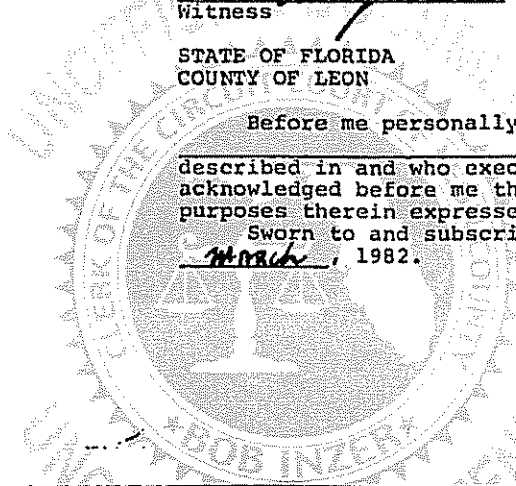
Charles S. Coble

Earl Bartelfield
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Charles S. Coble to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that He executed same for the purposes therein expressed.

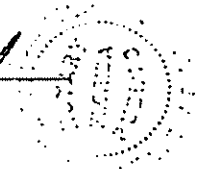
Sworn to and subscribed before me this 24th day of March, 1982.



Earl Bartelfield
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1983
Issued by American Life & Casualty Company



[Signature]
Witness

Earl Crutchfield

[Signature]
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared EARL CRUTCHFIELD
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that HE executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 25 day of
MARCH, 1982.

[Signature]
Notary Public

My Commission Expires: 3-29-85

Cathleen Conte King
3-29-85 cck

Wilma K. Janis
Witness

[Signature]
Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared CATHLEEN CONTE
KING to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that SHE executed same for the
purposes therein expressed.

Sworn to and subscribed before me this 25th day of
MARCH, 1982.

[Signature]
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires April 20, 1986
Bound This Day (1982) - Successors, Inc.

4/20/86

Witness

Witness

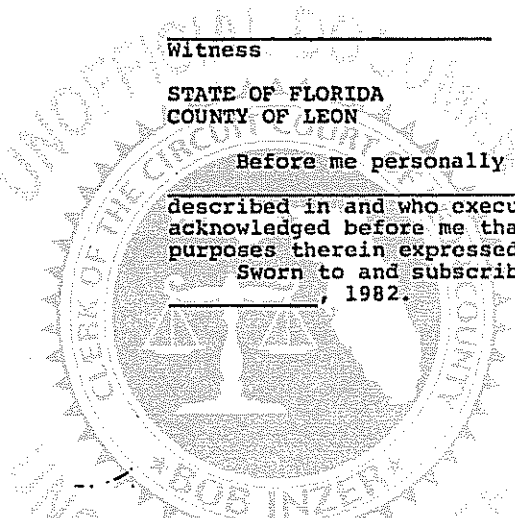
STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared _____
to me known to be the person
described in and who executed the foregoing instrument and
acknowledged before me that _____ executed same for the
purposes therein expressed.

Sworn to and subscribed before me this ____ day of
_____, 1982.

Notary Public

My Commission Expires:



REC: 749 PAGE 760
WARRANTY DEED

THIS INDENTURE, made and entered into this 15th day of November, 1975, by and between CHARLES S. COBLE, Grantor, to LEO CRUTCHFIELD, whose post office address is Post Office Box 934, Tallahassee, Leon County, Florida, Grantee,

W I T N E S S E T H :

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to him in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and his heirs and assigns forever, the following described land, situate, lying and being in Leon County, Florida, to-wit:

See attached Exhibit A.

GRANTING also to the Grantee a non-exclusive easement for ingress and egress on and across the road right-of-way described in Exhibit B attached hereto. Grantee agrees to pave the roadway described in said exhibit within three (3) years from date.

SUBJECT TO the following restrictive covenants which will be binding on the Grantee, his heirs and assigns, and which shall run with the land, to-wit:

1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon said real estate, 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 to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by an Architectural Control Committee composed of Leo Crutchfield, or such person or persons designated by him. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the developer of said land or contiguous lands. Such building plans and specifications 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 plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction

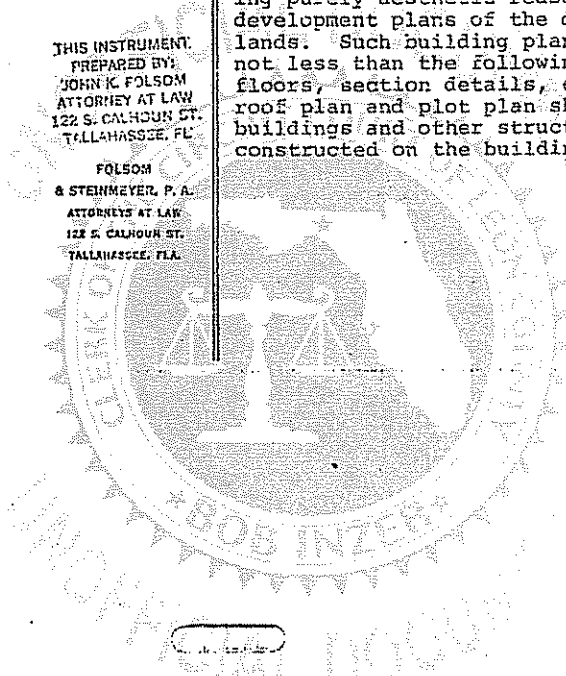
351061
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN: BY 333 & PAGE 180.

NOV 21 4 40 PM 1975

CLERK OF CIRCUIT COURT

THIS INSTRUMENT
PREPARED BY:
JOHN K. FOLSOM
ATTORNEY AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FL.

FOLSOM
& STEINMEYER, P. A.
ATTORNEYS AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FLA.



OFF. REC: 749 PAGE 761

lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

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

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

4. Said property shall be used for residential purposes only.

5. The Grantee and/or his successors in title agree to pay the pro rata costs of paving and maintaining the road adjacent to and contiguous to the above property. Said pro rata share shall be ascertained by the number of feet of said property fronting on such road. Should the Grantee or his successors in title fail to pay such paving or maintenance costs, the Grantor shall have a lien on the above property for the amount of such costs, which lien may be enforced by foreclosure by the Architectural Control Committee or by an action at law, and the Architectural Control Committee, in any such legal proceeding, shall be entitled to costs incurred, including a reasonable attorney's fee.

6. Grantee covenants for himself and his successors in title that if and when a homeowners' association is formed relating to contiguous property in Section 23, Township 2 North, Range 1 East, he will join such homeowners' association.

and the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for taxes subsequent to the year 1974 and except as to the restrictive covenants and agreement above referred to.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Dean Robert Williams
Carl R. Hoffeld

Charles S. Coble (SEAL)
CHARLES S. COBLE

FOLSOM
& STEINMEYER, P. A.
ATTORNEYS AT LAW
122 E. CALIQUH ST.
TALLAHASSEE, FLA.

REC: 749 PAGE 762

STATE OF FLORIDA)
)
COUNTY OF LEON)

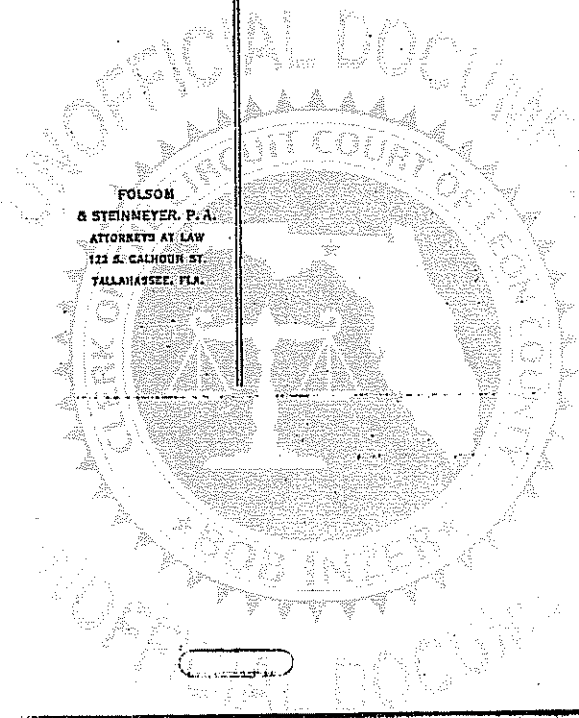
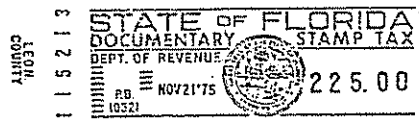
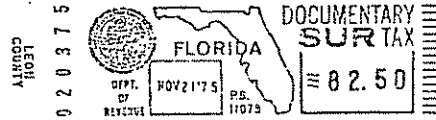
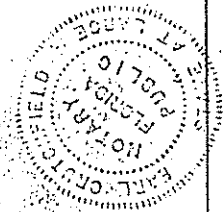
I HEREBY CERTIFY that on this day, before me, the under-
signed officer, personally appeared CHARLES S. COBLE, to me well
known to be the person described in and who executed the foregoing
Warranty Deed, and he acknowledged before me that he executed the
same.

WITNESS my hand and official seal this 15th day of
November, 1975.

Carl P. [Signature]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires 06/30/1979
Issued by Anthony T. [Signature]

4-16-79



FOLSON
& STEINMEYER, P.A.
ATTORNEYS AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FLA.

EXHIBIT A

LEGAL DESCRIPTION

Commence at the Southeast corner of Section 23, Township 2 North, Range 1 East, Leon County, Florida, and thence run West, 1244.57 feet to the Northeast corner of Killlearn Acres Unit #7 recorded in Platbook 6, Page 6, of the Public Records of Leon County, Florida; thence run West, 1255.50 feet, thence run North 00 degrees 50 minutes 05 seconds East, 2154.95 feet to the point of beginning, from said point of beginning continue North 00 degrees 50 minutes 05 seconds East, 1402.25 feet to a point on the center line of the Bradfordville-Centerville Road, thence North 83 degrees 48 minutes 50 seconds West, along the center line of said Road, 440.43 feet; thence run South 14 degrees 53 minutes 51 seconds West, 30.35 feet to a point on the Southernly right of way of said Road, thence continue South 14 degrees 53 minutes 51 seconds West, 228.48 feet; thence South 57 degrees 12 minutes 49 seconds East, 79.44 feet; thence South 16 degrees 07 minutes 51 seconds West, 183.30 feet; thence South 12 degrees 37 minutes 40 seconds West, 173.81 feet; thence South 25 degrees 31 minutes 57 seconds West, 117.08 feet; thence South 49 degrees 23 minutes 04 seconds West, 192.73 feet; thence 15 degrees 24 minutes 01 seconds West, 157.00 feet; thence South 41 degrees 30 minutes 17 seconds West, 127.85 feet; thence North 83 degrees 26 minutes 49 seconds West, 24.52 feet; thence South 00 degrees 50 minutes 06 seconds West, 323.00 feet; thence South 89 degrees 09 minutes 54 seconds East, 858.49 feet to the Point of Beginning, containing 19.91 acres more or less.