

PREPARED BY: RICHARD L. WHITE
P. O. BOX 3761
Tallahassee, FL 32315

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BOOK R2069 PAGE 00895
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DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this ___12___ day of November, 1997 by The William M Lee Company and Richard L White & Company, Inc corporations, existing under Florida Law, hereinafter referred to as "Developer"

WHEREAS, Developer is the owner of the property described in Article II, and Whereas Developer has developed thereon a residential community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created, and

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth

ARTICLE I

Definitions

Declaration (unless context shall prohibit) shall have the following meanings



a) "Association" shall mean and refer to the present and future owners of lands described in

Article II

- b) "Common Properties" shall mean and refer to those portions of the properties not included in the Lots, including, but not limited to roads, and storm water control facilities
- c) "Developer" shall mean The William M. Lee Company and Richard L. White & Company, Inc or their assigns or successors in interest
- d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Properties as heretofore defined
- e) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired titles pursuant to foreclosure or any proceeding in lieu of foreclosure

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is better described and recorded in Official Records of Leon County, Florida, Official Records Book 2051, Pages 1486-1491.

ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1 Enforcement Enforcement of these Covenants and Restrictions shall be by the

Association by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenants or Restrictions, either to restrain violation, force



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compliance, or to recover damages, and against the land to enforce any lien created by these Covenants, and failure by the Association or any owner to enforce any Covenants or Restrictions hereon contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Association finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Association shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

Section 2 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgage shall pay all assessments as a member.

Section 3 Voting Rights. The Association shall have one class of voting membership. The members shall be all those owners as defined in Article II, Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Article II, Section 2. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than

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one vote be cast with respect to any such lot.

Until such time as 80% of the total lots available to be developed are sold and not owned by the

Developer, the Developer has full control over the Association

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every lot

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any lot (exclusive of the Developer who is exempt from assessments hereunder until December 1, 1999, at which time lots owned by the developer shall become subject to assessment in accordance with the provisions of this declaration), by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges

Section 2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of the roads and open areas

Section 3 Amount of Annual Assessments. The annual assessment shall be one-sixth of any cost or projected cost incurred in the implementation of Article V, Section 2

Section 4. Modifications of These Covenants and Restrictions. These Covenants and Restrictions

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may be modified only by a majority vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

ARTICLE VI

GENERAL PROVISIONS

Section 1 No more than one (1) home shall be placed on any lot. If any dwelling is elevated above ground level and has an open area of more than one foot between the ground and the bottom of the dwelling, a solid skirt or shield shall be installed around the dwelling to cover such open area. No home shall have a width or depth or less than 16 feet. All homes must be approved by the Developer as to age and condition.

Section 2 No home placed on any lot shall violate the setback restrictions of the Leon County Zoning Regulations, any setback or clearing requirements set forth on the plat, or by any other regulatory body.

Section 3 Only dogs, cats, and other household pets and a maximum of two horses per acre are allowed to be kept in and upon the homestead.

Section 4 No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected.

Section 5 No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 6 There shall be no commercial advertising or display signs permitted within the

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Be Rec'd for said lot or lots

subdivision, except temporary signs of a reasonable size may be placed on or near the entrance of
Developer may install a subdivision sale sign for the purpose of selling lots at or near the entrance of the
subdivision

Section 7 Each lot shall have, at a minimum, a single paved concrete drive from the edge of the
paved drive to the easement line

Section 8 These Covenants and Restrictions are to run with the title to said land and shall be
binding upon all parties and all persons claiming by, through or under the owner, or owning or
residing on any lot and shall be binding for a period of ten (10) years from the date of these
Covenants and Restrictions, after which said Covenants shall automatically extend for successive
periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said
subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 9 Invalidation of any one of these Covenants and Restrictions or any provisions herein
set forth by judgment or court order shall in no way affect the other provisions hereof, which shall
remain in full force and effect

Section 10 The Developer hereby reserves unto himself, his successors, legal representatives, and
assigns, a perpetual alienable and releasable easement, privilege and right on, over and under the
ground to erect, maintain and use television cables, electric and telephone lines, wires, cables,
conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or
for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or
utilities on, in or over all the easements reserved or shown on said plat, together with the right of
ingress and egress to and from the lands affected by such easements Said Developer shall have the
unrestricted right and power of alienation of and the unrestricted right and power to release such

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Section 11. The William M. Lee Company and Richard L. White & Company, Inc by execution
hereof agrees to be bound by the terms and provisions of these covenants and restrictions

DEVELOPERS:

BY William M. Lee
William M Lee, President
The William M Lee Company

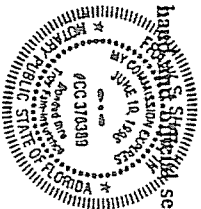
BY Richard L. White
Richard L White, President
RICHARD L WHITE & COMPANY, INC

[Signature]
Witness Frank S. Spaulding
[Signature]
Witness Kelly Lynn Armstrong
[Signature]
Witness Kelly Lynn Armstrong

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared, William M. Lee and Richard L. White, to me known to be the persons described herein and who acknowledged that they executed this instrument freely and voluntarily and for the purposes therein expressed

WITNESSED my hand with my official seal in the county and state aforesaid this 12 day of November, 1997



[Signature]
NOTARY PUBLIC

This instrument prepared by:
Daniel E. Manassa, Esquire
Smith, Thompson & Shaw, P.A.
3520 Thomaxville Road, 4th Floor
Tallahassee, Florida 32301-3469

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

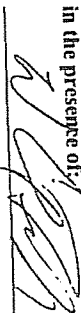
KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants and Restrictions recorded in Official Records Book 2069, Page 895 heretofore made and entered into on the 12th day of November, 1997, in Leon County, Florida, is executed and entered into by **THE WILLIAM M. LEE COMPANY** and **RICHARD L. WHITE & COMPANY, INC.**, hereinafter referred to as "Declarant";

Section 1 of **ARTICLE VI, GENERAL PROVISIONS** shall be amended to read as follows:

Section 1. No more than one (1) home shall be placed on any lot. If any dwelling is elevated above ground level and has an open area of more than one foot between the ground and the bottom of the dwelling, a solid skirt or shield shall be installed around the dwelling to cover such open area. No home shall have a width or depth of less than 14 feet. All homes must be approved by the Developer as to age and condition.

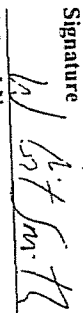
IN WITNESS WHEREOF, the undersigned Declarant has hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:



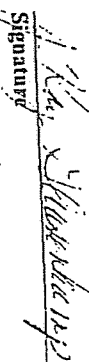
Signature

THE WILLIAM M. LEE COMPANY



Printed Name

BY: 
WILLIAM M. LEE, President



Signature

Printed Name

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L. Lee Gluesenkamp
Signature

L. Lee Gluesenkamp
Printed Name

Sophia L. Fiallos
Signature

Sophia L. Fiallos
Printed Name

RICHARD L. WHITE & COMPANY,
INC.

BY: *L. Lee Gluesenkamp*
RICHARD L. WHITE, President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of April, 1999, by
WILLIAM M. LEE AND RICHARD L. WHITE (who are personally known to me/produced
_____ as identification) and who (did/did not) take an oath.

L. Lee Gluesenkamp
NOTARY PUBLIC

