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RECORDED IN THE PUBLIC
OFFICE OF THE
CLERK OF CIRCUIT COURT

JUL 15 10 24 AM 1983

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GOVERNOR'S COURT

THIS DECLARATION, made and executed this 15th day of
July, 1983, by CROSSLAND CAPITAL, LTD., I and CAPITAL
SECURITY COMPANY, INC. as joint tenants in common pursuant to
that certain Joint Venture Agreement dated August 25, 1982,
hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located
in Leon County, Florida, and more particularly described as
Governor's Court, a subdivision as per map or plat thereof
recorded in Plat Book 9, Pages 26 and 26-A of the Public Records
of Leon County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the
properties 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 Governor's
Court Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record
owner, whathar one or more persons or entities, of a 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

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thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. At the time of the conveyance of the first Lot there will be no real property owned by the Association other than the easements created in this Declaration. Real property may be conveyed to the Association for the common use and enjoyment of the owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the Lots reflected on the plat of Governor's Court, as recorded in Plat Book 9, Pages 26 and 26-A of the Public Records of Leon County, Florida.

Section 6. "Declarant" shall mean and refer to CROSSLAND CAPITAL, LTD., I and CAPITAL SECURITY COMPANY, INC., as joint tenants in common pursuant to that certain Joint Venture Agreement dated August 25, 1982 and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities 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;

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(c) 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 2/3rds of each class of members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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 two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration

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or five (5) years from the date of any annexation by Declarant under the provisions of Section 4 of Article XVIII hereof, whichever later occurs, but in any event upon the expiration of fifteen (15) years from the date of the recording of this Declaration.

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 and 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 and of the homes situated upon the properties.

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 Twenty-Five and no/100 Dollars (\$25.00) per Lot.

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(e) 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 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 increase the annual assessment at any time to 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 Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 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 majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall 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

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commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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. 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 fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage 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 any assessments thereafter becoming due or from the lien thereof.

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Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

The Declarant hereby reserves, excepts, imposes and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for utilities, drainage, ingress and egress over, under and across that portion of the Properties designated on the Plat of Governor's Court, as recorded in Plat Book 9, Pages 26 and 26-A of the Public Records of Leon County, Florida, as utility and drainage easements, utility easements, drainage easements and private access and utility easements. These easements shall be maintained by the Association. The portions of the Properties depicted on the said Plat as private access and utility easements shall be reserved for and used by the owners of the Lots adjoining the said easement, the Association and the Declarant. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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 structures and topography by the Board of Directors of the

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Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height.

ARTICLE VIII

DWELLING SIZE

No dwelling shall be permitted on any Lot unless it meets or exceeds the minimum square footage established by the Board of Directors of the Association, exclusive of open porches, carports and garages.

ARTICLE IX

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 an annoyance or nuisance to the neighborhood.

ARTICLE X

TEMPORARY STRUCTURES

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

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ARTICLE XI

RE-SUBDIVISION

None of the Lots shall be subdivided into two or more parcels, committed to condominium form of ownership or any combination thereof.

ARTICLE XII

SIGNS

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

ARTICLE XIII

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 XIV

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of the Properties unless such installation and the size and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

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ARTICLE XVI

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XVII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XVIII

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.

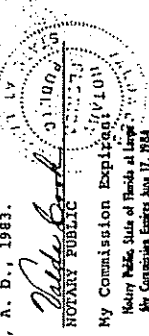
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STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRED O. DRAKE, JR. to me known to be the person described as General Partner of CROSSLAND CAPITAL, LTD., I, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT in the name of and for that limited partnership; that as such General Partner that person is duly authorized by that limited partnership to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT in the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT of that limited partnership.

WITNESS my hand and official seal in the County and State named above this 15th day of July, A. D., 1983.

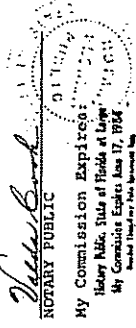


My Commission Expires
Henry M. Drake, State of Florida, Notary Public
My Commission Expires June 17, 1984
Resided Herein for Two Successive Years

STATE OF FLORIDA,
COUNTY OF LEON.


I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRED O. DRAKE, JR. to me known to be the person described as Executive Vice President of CAPITAL SECURITY COMPANY, INC., in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT in the name of and for that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S COURT is the act and of that corporation.

WITNESS my hand and official seal in the County and State named above this 15th day of July, A. D. 1983.



My Commission Expires
Henry M. Drake, State of Florida, Notary Public
My Commission Expires June 17, 1984
Resided Herein for Two Successive Years

BROWARD DAVIS & ASSOC., INC.
 FLORIDA • GEORGIA • ALABAMA



EDWARD P. DAVIS, P.L.S.
 LARRY E. DAVIS, P.L.S.
 EILEY BOALING, P.L.S.
 JAMES H. JACKSON, P.L.S.

WALTER A. JOHNSON, P.L.S.
 HOWARD C. WATSON, P.L.S.
 WALTER K. BASS, P.L.S.

BR107312227

August 18, 1982

COVERAGES COVERED
 Overall Boundary

I hereby certify that the legal description shown herein meets the minimum requirements adopted by F.S.S.I.S.

The undersigned surveyor has not been provided a current title opinion or abstract of estate affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Begin at an old terra cotta monument marking the Northwest corner of the East Half of the Northeast Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 89 degrees 37 minutes 52 seconds East along the North boundary of said Section 4 a distance of 1000.14 feet to a concrete monument, thence South 00 degrees 21 minutes 30 seconds West 556.55 feet to a concrete monument, thence South 89 degrees 38 minutes 30 seconds East 220.00 feet to a concrete monument and a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 90 degrees 00 minutes 05 seconds, for an arc distance of 47.12 feet to a concrete monument on the West right of way boundary of Capital Circle (State Road No. 261), run thence South 00 degrees 21 minutes 25 seconds West along said curve with a radius of 30.00 feet, thence North 89 degrees 38 minutes 30 seconds East along said curve with a radius of 30.00 feet, through a central angle of 89 degrees 59 minutes 55 seconds, for an arc distance of 47.12 feet to a concrete monument, thence North 89 degrees 38 minutes 30 seconds West 220.00 feet to a concrete monument, thence North 89 degrees 37 minutes 52 seconds East 534.38 feet to a concrete nail and cap, thence North 89 degrees 28 minutes 16 seconds West 220.90 feet to a manhole, thence North 89 degrees 40 minutes 18 seconds West 240.92 feet to a concrete monument on the East boundary of Richard Unit No. 3, a sub-

STREET ADDRESS: 2411 N. UNIVERSITY DRIVE, GAITHERSBURG, MARYLAND
 MAILING ADDRESS: POST OFFICE BOX 1207 • TALLAHASSEE, FLORIDA 32304 • (904) 838-1818

Exhibit "A"

GOVERNORS COURT
Overall Boundary
August 18, 1992
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division as per map or plat thereof recorded in Plat Book 4, Page 21 of the Public Records of Leon County, Florida, thence North 00 degrees 20 minutes 17 seconds East along said East boundary of Richard West: No. 3 a distance of 667.27 feet to the POINT OF BEGINNING; containing 19.08 acres, more or less.

The above described property being subject to utility and drainage easements.

L. F. Dowling
LEE F. DOWLING
Registered Florida Land Surveyor, No. 2661

RFD #73-046
PSR #2129



STATE OF FLORIDA
DEPARTMENT OF BANKING AND FINANCE
HALLS OF RECORDS, 1001 GUY W. WATKINS BUILDING, TALLAHASSEE, FLORIDA 32304