

HARTSFIELD ROAD TOWNHOMES

A RESUBDIVISION OF LOT 115 OF THE SUPPLEMENTARY MAP OF THE PLANTATION OF THE
FLORIDA PECCAN ENVIRONMENT COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 4 AND BEING
LOCATED IN SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, AND WITHIN THE
CITY LIMITS OF TALLAHASSEE, LEON COUNTY, FLORIDA

PLAT BOOK 12 PAGE 49

PLAT BOOK 12
PAGE 49

DEDICATION
STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS THAT STEPHEN J. KYRKO, AND RICHARD W. SNEED THE OWNERS IN THE SIMPLE OF THE LAND SHOWN HEREON PLATTED AS HARTSFIELD ROAD TOWNHOMES AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: Lot numbered 115, in the subdivision of Section 21, Township 1 North, Range 1 West, as shown by Supplementary Map or plat of same filed in the office of the Clerk of the Circuit Court of Leon County, Florida, and recorded in Plat Book 1, Page 4:

Subject also to the right of way of a public road over and across the South 18 feet of the above described property, and being more particularly described as follows:

BEGIN at the Southwest corner of Emerald Ridge, a subdivision as recorded in Plat Book 12, Page 25, Public Records of Leon County, Florida; from said POINT OF BEGINNING, run thence South 89 degrees 34 minutes 37 seconds West, along the Northern right-of-way line of Hartfield Road (86 feet wide), 294.85 feet to the intersection with the West line of said Lot 15; thence North 89 degrees 34 minutes 37 seconds West, 220.50 feet to a concrete monument marking the Northwest corner of said Lot 115; thence North 89 degrees 52 minutes 06 seconds West, 292.05 feet to a concrete monument marking the Northwest corner of said Emerald Ridge subdivision; thence South 00 degrees 13 minutes 20 seconds East along the West line of said Emerald Ridge subdivision, 717.66 feet to the POINT OF BEGINNING, containing 4.84 acres, more or less.

HAVE CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL ROADS, RIGHTS-OF-WAY, STORMWATER MANAGEMENT AREA, AND ALL EASEMENTS FOR UTILITIES AND DRAINAGE, AND DOES HEREBY DEDICATE TO THE HARTSFIELD ROAD TOWNHOMES HOMEOWNERS ASSOCIATION ALL COMMON AREAS, NATURAL AREAS, BUFFERS, AND ACCESS EASEMENTS AS SHOWN AND DEPICTED HEREON.

THIS 17th DAY OF AUGUST A.D. 1998

Richard W. Sneed
STEPHEN J. KYRKO
WITNESS
RICHARD W. SNEED
City Engineer

DEVELOPMENT REVIEW COMMITTEE

THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVAL PROVISIONS MADE BY THE DEVELOPMENT REVIEW COMMITTEE THIS 4 DAY OF NOVEMBER A.D. 1994

Richard W. Sneed
EXECUTIVE SECRETARY
City Engineer

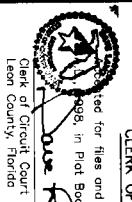
CITY COMMISSION

Approved by the City Commission of the City of Tallahassee, Florida, this 26 day of August A.D. 1998

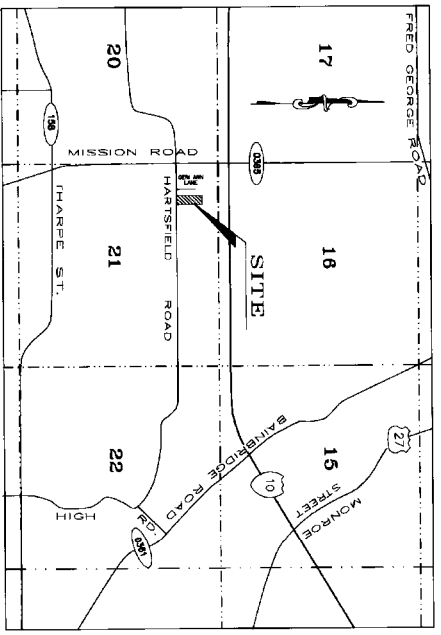
Richard W. Sneed
Mayor
John J. Davis
City Engineer
John J. Davis
City Treasurer

CLERK OF THE CIRCUIT COURT

Recorded for files and recorded, this 27 day of August 1998, in Plat Book 12 Page 49 of



SUBJECT PROPERTY LOCATED IN ZONE "X" AS PER FIRM MAP PANEL 20730 02/70 DATED 11/18/97



VICINITY MAP
NOT TO SCALE

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF LEON

Before me this date personally appeared **Stephen J. Kyrko and Richard W. Sneed**, known to me to be the persons whose names are subscribed to the foregoing dedication freely and voluntarily for the uses and purposes therein stated on behalf of said plat.

Richard W. Sneed
Notary Public
Date: **March 27, 1999**
Commission expires

ALL UTILITY EASEMENTS ARE ALSO DESIGNATED FOR USE OF CABLE TELEVISION AS SET FORTH IN FLORIDA STATUTES 177.094(29)

UNLESS IT BEGINS THE SIGNATURE AND THE WORDS "CITY ENGINEER" AND "MAPPER THIS PLAT IS NOT VALID"

- NOTE:
- DATE OF FIELD SURVEY: JULY 15, 1988
 - UNLESS OTHERWISE NOTED ALL LOT CORNERS ARE TO BE MARKED WITH 1/2" IRON ROD AND CAP
 - ALL EASEMENTS NOTED ARE TO BE MARKED WITH 1/2" IRON ROD AND CAP
 - UNLESS OTHERWISE NOTED ALL PERMANENT CONTROL POINTS IN CENTERLINE P.C.'s, P.T.'s, AND P.L.'s ARE MARKED WITH PARKER-KALON NAIL AND STAMPED BRASS ORK.
 - ALL EXISTING DRIVEWAYS IS PROHIBITED WITHIN SWANMAE AND UTILITY EASEMENTS.

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH CHAPTER 177 OF THE FLORIDA STATUTES.
Barbara J. Carter
BETRIE L. ANGLIN, CITY LAND SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER #2296

JOINDERS IN DEDICATION

ALL PERSONS HAVING AN INTEREST IN THE PROPERTY DESCRIBED HEREON HAVE JOINED IN THIS DEDICATION AS FOLLOWS:
PEOPLES FIRST COMMUNITY BANK
RECORDED IN OMB 2135, PAGE 00767, DATED 6/11/98
GUARANTY NATIONAL BANK OF TALLAHASSEE
RECORDED IN OMB 2135, PAGE 00768, DATED 6/11/98

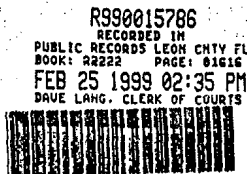
THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IS THE ORIGINAL OF THE ORIGINAL THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, AND THAT THE DEED AND MONUMENTATION COMPLETES WITH CHAPTER 177 OF THE FLORIDA STATUTES, AND CHAPTER 6917-6, FLORIDA ADMINISTRATIVE STATUTES.

Barbara J. Carter
BETRIE L. ANGLIN, CITY LAND SURVEYOR
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5516

PREPARED BY:
POOLE ENGINEERING & SURVEYING, INC.
18 NO. 6745
246 DELTA BAYVIEW AVE, SUITE 100
TALLAHASSEE, FLORIDA 32309
(904) 886-5177
FAX: (904) 886-5177

PREPARED BY:
STEPHEN J. KYNIO
DECLARANTS ADDRESS:
P.O. Box 13561
Tallahassee, Florida 32317
Page 1



HARTSFIELD TOWNHOMES

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Stephen J. Kynio and Richard W. Sneed, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Leon County, Florida, more particularly described as per recorded plat in the official records of Leon County, Florida, Official Record Book 12 at Page 49, and

WHEREAS, Declarant is desirous of creating and maintaining a residential neighborhood upon said property and it is to the interest, benefit and advantage of those who hereafter purchase and own individual lots in said neighborhood that certain protective covenants and restrictions be adopted to govern and regulate the development, use and occupancy of such lots;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, developed, 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.

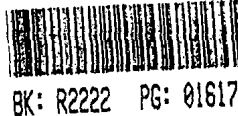
ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to HARTSFIELD TOWNHOMES HOMEOWNERS ASSOCIATION, INC., which shall be a Florida non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property described as per recorded plat in the official records of Leon County, Florida, Official Record Book 12 at Page 49, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Common Area" shall mean all real property and/or easement rights (including any improvements thereof) owned by the Association and intended to be used for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall

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consist of the easements described in this Declaration and any areas depicted on the Plat of Hartsfield Townhomes as Common Areas which have not been dedicated and accepted by the local government authority. The Declarant shall deed any Common Areas to the Association on or before such time as seventy percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

5. "Lot" shall mean and refer to each lot designated on the Plat of Hartsfield Townhomes.

6. "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from any property line that a structure may be located.

7. "Declarant" shall mean Stephen J. Kynio & Richard W. Sneed, its grantors, successors and assigns.

8. "Rules and Regulations" shall mean the rules and regulations adopted by the Association.

9. "By-Laws" shall mean the by-laws of the Association.

10. "Directors" shall mean the directors of the Association.

11. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association.

ARTICLE II

USE RESTRICTIONS

1. **Residential Only.** The Declarant intends for the Properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Declarant may, however, use and develop a Lot or Lots as a model homesite and for display and sales offices.

2. **Conformance with Zoning.** All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

3. **Temporary Residences Prohibited.** No structure of a temporary character, such as, but not limited to, a mobile home, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Boats, trailers, campers or other recreational vehicles shall not be parked or stored on the Properties.

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4. Dwelling Quantity and Size. The total heated/cooled area of the dwelling unit, exclusive of porches, garages, carports and patios shall not be less than 1,200 square feet. No dwelling shall exceed two and one-half stories in height (excluding basements).

5. Nuisances. No noxious or offensive activities shall be carried on upon any Lot or Restricted Area nor shall anything be done on it that may be or may become an annoyance or nuisance to the property owners.

6. Animals. 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 that they are not kept, bred or maintained for any commercial purposes. The Association may adopt and implement regulations and rules governing pets within the Properties.

7. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent or a sign used by builder to advertise the property during construction and sales. Signs must be approved in writing by the Architectural Control Committee.

8. Antennas, Sports Equipment and Tanks. No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Control Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling in manner in which it is not visible from any street. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Control Committee.

9. Window Units. The location of all exterior heating and/or air conditioning compressors, window units or other machinery or equipment installed after sale of any Lot by the Declarant shall be submitted for approval by the Architectural Control Committee prior to installation.

10. Mail Boxes. The Architectural Control Committee must approve all mailboxes.

11. Maintenance. All landscaping, except for fenced rear yards, shall be maintained by the Association in an attractive, sightly, and well-kept condition.

12. Boats, Trailers, Recreational Vehicles and Activities. No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in a disorderly, unsightly or unkept conditions, shall not be pursued or undertaken.

13. Vehicles Prohibited. No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

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14. Trash Containers & Recycle Containers. All such containers must be stored behind the property so as to not be visible from the street. Trash containers can not be brought out to the street any earlier than the evening proceeding garbage pickup and must be returned behind the dwelling on the same day of garbage pickup. A fine can be issued by the Association in the amount of \$25 per occurrence for this violation.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall pass with the title of 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 sixty (60) days for any infraction of its published Rules and Regulations;

(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 such transfer is approved by two thirds (2/3) vote of members present, or represented by proxy at a meeting called specifically for that purpose.

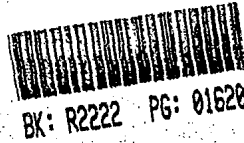
(d) The right to delegate, in accordance with policy adopted from time to time by the Directors, the right of enjoyment of the Common Areas, and facilities to family members, guests, tenants, and contract purchasers.

2. Use of Recreational Facilities. In the event recreational facilities are constructed upon the Common Area, the Directors may adopt rules and regulations governing the use and control of such facilities.

3. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority shall not have responsibility for maintenance of the streets and the streets related drainage facilities located on the Properties unless and until the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

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4. Subdivision Prohibited. No Lot may be divided or subdivided, or its boundary line changed, except with written permission by the Developer.

5. Exterior maintenance of Homes. Homes constructed on Lots within the Properties shall be maintained by the Owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and Property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual Lot Owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting, staining and pressure washing of exterior walls and trim, steps, porches, walkways, and driveways.

In the event any Owner of a Lot within the Properties shall fail to properly maintain the Lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said Lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article V.

ARTICLE IV

HOMEOWNERS ASSOCIATION

1. Creation. There shall be created a non-profit Florida Corporation to be known as Hartsfield Townhomes Homeowners Association.

2. Membership. Every Lot owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3. Classification of Membership in Association. Members shall be all Owners. Each member shall be entitled to one vote for each Lot owned except Declarant who shall be entitled to two votes for each Lot owned. When more than one person holds an interest in any Lot, all such persons may be members. The vote for such Lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any Lot, regardless of the number of persons owning the Lot.

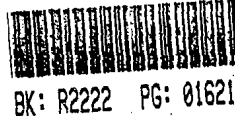
4. Powers and Duties of Association. The Association, in addition to the powers and duties set forth elsewhere in these covenants, the By-Laws and Rules and Regulations established by the Association shall have the following powers, duties and responsibilities:

(a) It shall own in fee simple, maintain and otherwise manage all Common Areas and all facilities, improvements and landscaping thereon.

(b) It may grant easements, where necessary, across Common Areas for the location of utilities, accessways and roadways.

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(c) It shall maintain such policy or policies of insurance as the Board of Directors of the Association deem necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located in the Common Areas.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

(e) It shall have the obligation to provide perpetual maintenance of the private roadways and drainage in the Common Areas and shall utilize the assessments enumerated in Article V, hereof, to fulfill this obligation.

5. Reservation by Declarant. The Declarant has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

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, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) 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 for enforcing same, 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 pass to successors in title, unless the Treasurer of the Association has released such lot in writing.

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 in the Properties and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment for the maintenance, repair, and replacement of roadways, walkways, parking areas, recreational facilities, landscaping the Common Areas, and such other uses as may be determined by the Association. At the discretion of the Board of Directors, such maintenance may include landscaping of any portion of a yard that is not fenced.

3. Maximum Assessment. Until January 1, 2000, the maximum annual assessment shall be \$300 for each Lot.

(a) From and after January 1, 2000, the Board may increase the maximum assessment each year by not more than 25% above the maximum assessment for the previous year, without a

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vote of the membership. From and after January 1, 2005, the maximum assessment may be increased above 25% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

4. Special Assessments for Capital Improvements. In addition to the annual assessment described 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 Areas, 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 the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a majority of the Owners (or written proxies therefrom) shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. All assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

7. Date of Commencement of Assessments: Due Dates. The effective date of the commencement of Annual Assessments shall be the first day of the month following the date of issuance of a Certificate of Occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be sent to every Lot Owner. The due dates shall be established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

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

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

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10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property 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 VI

ARCHITECTURAL CONTROL

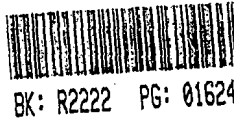
The original appearance of buildings, paved areas, landscaping and fencing, whether on the Properties or the Common Areas, shall be maintained and preserved. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties or Common Areas, nor shall any exterior additions or alterations be made thereto (including changes in color of paints or stains) until the plans and specifications, including landscaping plans, 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 Architectural Control Committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association, (the "Architectural Committee"), as herein provided. In the event the Architectural Control 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.

In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural control Committee and any subsequent approved modification thereto, or if the owner desires to change the plans or specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Control Committee shall be Stephen J. Kynio, Ann Kynio, and Richard W. Sneed who shall serve until all Lots are sold and transferred by the Declarant. With the exception of the initial members, each member of the Architectural Control Committee must be an Owner. Thereafter, all members will serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Control 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 office of the Secretary of the State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Control Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

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(4) Landscape Plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Control Committee and implemented before occupancy.

(5) The contractor will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Control Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Control Committee and shall be passed upon the following factors:

- (1) Harmony of exterior design with the existing proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Control Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Control Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and encourage the aesthetic standards of the neighborhood.

ARTICLE VII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

DECLARANTS ADDRESS:
P.O. Box 13561
Tallahassee, Florida 32317
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Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provisions, which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three-fourths (3/4) of the Lot owners of all the Properties annexed by these or similar covenants by Declarant under paragraph 4, below.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments.

4. Annexation. The Declarant may annex additional property from time to time, in the sole discretion of Declarant, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become a part of those Properties to the end that all rights of members shall be uniform as between all Units. Except as aforesaid, any other annexation of additional property shall be approved by two-thirds (2/3) vote of the members.

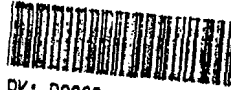
5. Attorney's Fees. In any legal or equitable proceeding by the Association to enforce or restrain the violation of these protective Covenants, the party in violation shall pay a reasonable attorney's fee to the Association. In addition, in any legal or equitable proceeding in which the Association successfully enforces the Developer's performance or obligation pursuant to these recorded covenants and restrictions, the Developer shall pay a reasonable attorney's fee to the Association.

6. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such signs or signs on the Properties as the Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional.

7. FHAVA Approval. As long as there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas and amendment of this Declaration.

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Layna M. Kirkham
Witness

LAYNA M. KIRKHAM

Witness

Stephen J. Kynio
Signature (Stephen J. Kynio)

Shaw J. Bradley
Witness

Witness

Richard W. Sneed
Signature (Richard W. Sneed)

Signature (Richard W. Sneed)

SINCE L. BENSLEY
Witness

Witness

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 25th day of Feb., 1998
by Stephen J. Kynio, who is personally known to me or has
produced _____ as identification.



Layna M. Kirkham
MY COMMISSION # CC710295 EXPIRES
January 22, 2002
BONDED THRU TROY FAN INSURANCE, INC.

Layna M. Kirkham
Print Name

NOTARY PUBLIC
STATE OF _____
My Commission Expires: _____
My Commission Number: _____

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 25th day of Feb., 1998
by Richard W. Sneed, who is personally known to me or has
produced _____ as identification.



Layna M. Kirkham
MY COMMISSION # CC710295 EXPIRES
January 22, 2002
BONDED THRU TROY FAN INSURANCE, INC.

Layna M. Kirkham
Print Name

NOTARY PUBLIC
STATE OF _____
My Commission Expires: _____
My Commission Number: _____

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This instrument prepared by:
ELIZABETH CAUSSEUX
FIRST SOUTH BANK
3233 THOMASVILLE ROAD
TALLAHASSEE, FLORIDA 32308

ROAD MAINTENANCE AGREEMENT

The undersigned as owners of certain property located in Leon County, Florida, more particularly described as 2327 San Mateo Court Tallahassee FL 32303 ~~SEE EXHIBIT "A" ATTACHED HERETO~~ for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. It is the express desire of each of the undersigned that roadway described in attached Exhibit "A" be maintained in satisfactory, passable condition to the nearest public roadway, which is Hartsfield Road.
2. Each of the undersigned agree to pay their prorata share of the cost of maintenance of said road.
3. Any contribution from the undersigned will require the approval of a majority of the lot owners.
4. The street shall be maintained in a safe and suitable condition providing vehicular access to and from the property at all times.
5. This agreement shall be legally binding on all future owners, their successors and/or assigns of the property described herein. This agreement shall be recorded in the public records of Leon County, Florida.

DATED this 28 day of June, 2002, ~~2001~~

CINDI OWEN BAILEY
Witness

CINDI OWEN BAILEY
Printed Name of Witness

KEVIN L. HATTAWAY
Witness

KEVIN L. HATTAWAY
Printed Name of Witness

Patti Taylor
Property Owner
PATTI TAYLOR

Donna K Taylor
Property Owner
DONNA TAYLOR

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by PATTI TAYLOR & DONNA TAYLOR who is/are personally known/presented who produced drivers license as ID as identification and who did/did not take an oath. SWORN AND SUBSCRIBED before me this 28 day of June, 2002, ~~2001~~.

CINDI OWEN BAILEY
NOTARY PUBLIC
CINDI OWEN BAILEY
MY COMMISSION # DD 110
EXPIRES: June 1
Bonsecours State Bank

EXHIBIT "A"

R20020058744
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2692 PG: 00426
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BOB INZER, CLERK OF COURTS

LOT 10, SAN MATEO OAKS

COMMENCE AT A TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF LOT "C" OF BERNARD'S SURVEY OF September 15 1887 OF LOT IN SECTION 22, TOWNSHIP-1-NORTH, RANGE-1-WEST ACCORDING TO A PLAT THEREOF RECORDED IN DEED BOOK "BB", PAGE 591 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA (ALSO AS SHOWN ON THE PLAT OF KENTWOOD ESTATES UNIT #4 RECORDED IN PLAT BOOK 6, PAGE 32 OF SAID PUBLIC RECORDS) AND RUN THENCE NORTH (BEARING BASE) ALONG THE EAST BOUNDARY LINE OF BLOCK "C" OF SAID KENTWOOD ESTATES UNIT #4, A DISTANCE OF 781.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF HARTSFIELD ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 291, PAGE 437 OF SAID PUBLIC RECORDS SAID POINT LYING ON A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 2897.80 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 48 MINUTES 36 SECONDS FOR AN ARC DISTANCE OF 243.26 FEET (THE CHORD OF SAID ARC BEING SOUTH 88 DEGREES 06 MINUTES 26 SECONDS EAST 243.19 FEET); THENCE NORTH 89 DEGREES 29 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 438.11 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY WITH THE CENTERLINE OF 40.00 FOOT ROADWAY EASEMENT KNOWN AS SAN MATEO COURT; THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE 140.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 00 DEGREES 30 MINUTES 44 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 49.23 FEET; THENCE NORTH 62 DEGREES 55 MINUTES 57 SECONDS EAST 34.50 FEET; THENCE EAST 11.46 FEET TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF 45.00 FOOT RADIUS CUL-DE-SAC; THENCE CONTINUE EAST 122.22 FEET; THENCE NORTH 35.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST 144.84 FEET TO THE EASTERLY RIGHT-OF-WAY BOUNDARY OF 40.00 FOOT ROADWAY EASEMENT; THENCE CONTINUED SOUTH 89 DEGREES 29 MINUTES 16 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

THE WESTERLY PORTION THEREOF BEING SUBJECT TO A 40.00 FOOT ROADWAY EASEMENT AND 45.00 FOOT RADIUS CUL-DE-SAC.