

This instrument prepared by:
Susan S. Thompson, Esquire
Susan S. Thompson, Shaw & Manassa, P.A.
3520 Thomasville Road - 4th Floor
Tallahassee, Florida 32308-3449

R20020051577
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2690 PG: 02260
JUN 12 2002 11:38 AM
JOS INZER, CLERK OF COURTS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAVENBROOKE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by **ADVANCED BUILDERS & REMODELERS, INC.**, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

See Exhibit "A" attached hereto and by reference made a party hereof;

NOW, THEREFORE, Declarant hereby declares that all of the property 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 **HAVENBROOKE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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 thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to by **ADVANCED BUILDERS & REMODELERS, INC.**, its successors and assigns.

**ARTICLE II
Property Rights**

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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, if any, situated upon the Common Area;

(b) The right of the association to suspend the voting rights and right to use of the recreational facilities, if any, 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;

(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 two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III
Membership and Voting Rights**

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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 members 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;

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;
- (2) January 1, 2004.

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 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.

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 \$150.00 per lot.

(a) 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 maximum 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 fix the annual assessment at 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 Section 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 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 one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must 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 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 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 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, 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 an assessments thereafter becoming due or from the lien thereof.

ARTICLE V
Land Use and Building Type

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No lot shall be used except for residential purposes.

ARTICLE VI
Dwelling Size

No dwelling shall be permitted on any lot unless it is at least 1200 square feet.

ARTICLE VII
Building Location

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the Leon County Building Codes.

ARTICLE VIII
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 any annoyance or nuisance to the neighborhood.

ARTICLE IX
Signs

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

ARTICLE X
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 XI
Recreational Vehicles and Activities

No boat, trailer, motorcycle, motor home, camper, plane, recreational vehicle nor commercial van or truck may be parked nor stored on any street nor any Lot except within an enclosed garage. 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 disorderly, unsightly or unkempt condition, shall not be pursued nor undertaken except within an enclosed garage.

ARTICLE XII
Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Properties unless an until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

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ARTICLE XI
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 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 XII
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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 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 of this Declaration recordation, after

which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

DATED this 14th day of May, 2002.

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Signed, sealed and delivered in the presence of:

Annie R. Hill
Annie R. Hill

ADVANCED BUILDERS & REMODELERS, INC.

Christopher Tola
Christopher Tola
STATE OF FLORIDA
COUNTY OF LEON

BY: [Signature]
JIMMY R. BENNETT, President

JIMMY R. BENNETT, as president of ADVANCED BUILDERS & REMODELERS, INC., known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:
_____ and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 2002.

[Signature]
NOTARY PUBLIC



EXHIBIT "A"

BEGIN AT A CONCRETE MONUMENT (FOUND #4016) AT THE SOUTHWEST CORNER OF LOT NUMBER 127, IN THE SUBDIVISION OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 1 WEST, AS SHOWN BY SUPPLEMENTARY MAP OR PLAT OF THE PLANTATION OF THE FLORIDA PECAN ENDOWMENT COMPANY, FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEON COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 01 MINUTES 25 SECONDS WEST 768.64 FEET TO AN IRON ROD (FOUND #6477) ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF INTERSTATE 10 (STATE ROAD NO. 8); THENCE NORTH 85 DEGREES 57 MINUTES 05 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY OF INTERSTATE 10 A DISTANCE OF 93.34 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 06 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 192.06 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE WESTERLY RIGHT OF WAY BOUNDARY OF TRIMBLE ROAD; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY OF INTERSTATE 10 RUN SOUTH (BEARING BASE FOR THIS SURVEY) ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF TRIMBLE ROAD (50 FOOT RIGHT OF WAY) A DISTANCE OF 777.29 FEET TO A CONCRETE MONUMENT (FOUND #1254); THENCE LEAVING SAID WESTERLY RIGHT OF WAY BOUNDARY RUN SOUTH 89 DEGREES 43 MINUTES 27 SECONDS WEST 284.84 FEET TO THE POINT OF BEGINNING. RUN WEST 72.58 FEET TO THE POINT OF BEGINNING.

This instrument prepared by:
Susan S. Thompson, Esquire
Smith, Thompson, Shaw & Manassa, P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, Florida 32308-3469

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JUL 16 2002 03:11 PM
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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HAVENBROOKE HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants, Conditions and Restrictions of Havenbrooke Homeowners Association, Inc., recorded in Official Records Book 2600, Page 2260, heretofore made and entered into on the 15th day of July, 2002, in Leon County, Florida, is executed and entered into by **ADVANCED BUILDERS & REMODELERS, INC.**, whose address is 3402 Apalachee Parkway, Tallahassee, Florida 32311, hereinafter referred to as "Declarant";

There shall be an **ARTICLE XIII** added and shall read as follows:

**ARTICLE XIII
Association's Responsibility to City**

1. The fence constructed along the boundaries of Lots 1, 2 and 3 shall be maintained by the Homeowner's association. As long as the fence is required, maintenance shall be the perpetual responsibility of the homeowner's association.
2. Management of the conservation easement shall be the perpetual responsibility of the homeowner's association.
3. A stormwater operating permit is required for the stormwater management facility that serves this subdivision. The operating permit shall be issued to the homeowner's association and such association shall be the permittee. The individual owners shall remain liable on a pro rata basis for all costs relating to the facility.
4. The homeowner's association shall own, operate and maintain the stormwater facility in accordance with applicable state and local ordinances, failing which, the City may

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perform required maintenance, after giving 30 days notice to the homeowners. The City accepts no responsibility for the perpetual maintenance of the facility, and may assess the costs of such maintenance equally to each lot within the subdivision, without need for public notice or aggregate benefit determination.

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

Signed, sealed and delivered in the presence of:

Kathryn H. Scott
Signature

ADVANCED BUILDERS & REMODELERS, INC.

Printed Name KATHRYN H. SCOTT

BY: [Signature]
JIMMY R. BENNETT, President

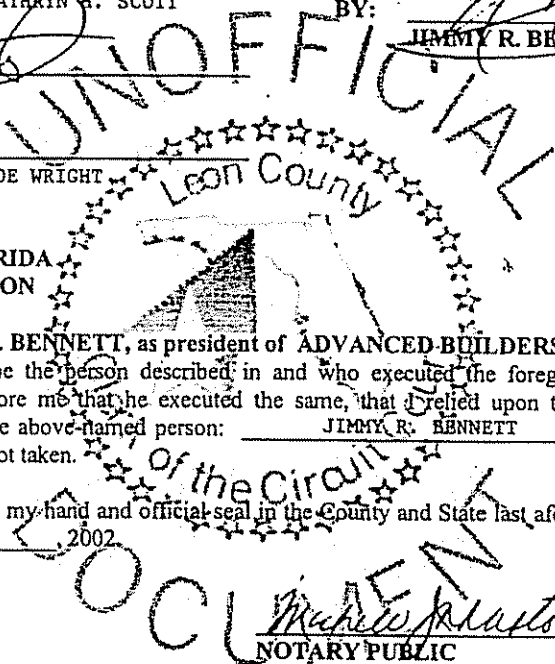
[Signature]
Signature

Printed Name JOE WRIGHT

STATE OF FLORIDA
COUNTY OF LEON

JIMMY R. BENNETT, as president of ADVANCED BUILDERS & REMODELERS, INC., known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: JIMMY R. BENNETT and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of JULY, 2002



[Signature]
NOTARY PUBLIC



Michele Johnston
MY COMMISSION # CC767298 EXPIRES
November 4, 2004
BONDED THROUGH TROY FAIR INSURANCE, INC.

This instrument prepared by:
Susan S. Thompson, Esquire
Smith, Thompson, Shaw & Manassa, P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, Florida 32308-3469


**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HAVENBROOKE HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants, Conditions and Restrictions of Havenbrooke Homeowners Association, Inc., recorded in Official Records Book 2600, Page 2260 and O.R. Book 2696, Page 535, heretofore made and entered into on the 16th day of September, 2002, in Leon County, Florida, is executed and entered into by **ADVANCED BUILDERS & REMODELERS, INC.**, whose address is 3402 Apalachee Parkway, Tallahassee, Florida 32311, hereinafter referred to as "Declarant";

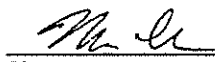
The restrictive covenants are amended to correct the spelling of the name Havenbrooke. The correct spelling is **Havenbrook**.

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

Signed, sealed and delivered in the presence of:


Signature

Annie B. Hill
Printed Name


Signature

Mark Chandler
Printed Name

**ADVANCED BUILDERS &
REMODELERS, INC.**

BY:


JIMMY R. BENNETT, President

STATE OF FLORIDA
COUNTY OF LEON

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BOB INZER, CLERK OF COURTS

JIMMY R. BENNETT, as president of **ADVANCED BUILDERS & REMODELERS, INC.**, known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: NA and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of September, 2002.



Annie R. Hill
MY COMMISSION # CCT81162 EXPIRES
November 13, 2002
BONDED THRU TROT FARM INSURANCE, INC.



NOTARY PUBLIC