

LANDOVER HILLS
 AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION of covenants and restrictions made this 6th day of Nov., 1990, by SARA B. HEALY, hereinafter referred to as "Declarant".

BACKGROUND INFORMATION

Declarant adopted a Declaration of Covenants and Restrictions recorded in Official Records Book 1457, Page 458, of the Public Records of Leon County, Florida, which Declaration is hereby amended and restated in its entirety.

ARTICLE I - PURPOSE

Declarant, in order to provide for the preservation of the values, amenities, attractiveness, and desirability of the real property described in Article II hereof, and in order to provide for the administration and maintenance of certain portions of said real property described in Article II hereof shall be held, used, transferred, sold and conveyed subject to the covenants and restrictions set forth herein.

ARTICLE II - PROPERTY SUBJECT TO THE DECLARATION

Section 1. Existing Property. 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 more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block "C" of the Antlers, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 62, of the Public Records of Leon County, Florida, and run thence East along the Northerly boundary of said Block "C" a distance of 913.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue East along the Northerly boundary of said Block "C" a distance of 321.90 feet, thence South 89 degrees 43 minutes 08 seconds East 1320.10 feet, thence North 00 degrees 12 minutes 32 seconds West 1083.09 feet to the Southerly boundary of Walden Place (unrecorded), thence Westerly and Northwesterly along said Southerly boundary as follows: South 81 degrees 46 minutes 52 seconds West 215.28 feet, thence South 89 degrees 31 minutes 52 seconds West 343.03 feet, thence North 21 degrees 26 minutes 38 seconds West 97.79 feet, thence North 43 degrees 55 minutes 20 seconds West 269.60 feet, thence North 51 degrees 39 minutes 32 seconds West 273.70 feet, thence North 69 degrees 33 minutes 32 seconds West 312.44 feet, thence North 36 degrees 44 minutes 20 seconds West 139.55 feet to a point on the Easterly right of way boundary of

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Walden Road (60 foot right of way), said point lying on a curve concave to the Northwesterly, thence leaving said Southerly boundary of Walden Place run Southwesterly along said right of way boundary and said curve with a radius of 577.63 feet, through a central angle of 05 degrees 36 minutes 50 seconds, for an arc distance of 56.60 feet (the chord of said arc being South 27 degrees 24 minutes 37 seconds West 56.57 feet), thence South 30 degrees 13 minutes 02 seconds West along said right of way boundary 143.11 feet to a point of curve to the left, thence Southwesterly along said right of way boundary and said curve with a radius of 2378.87 feet, through a central angle of 04 degrees 11 minutes 56 seconds, for an arc distance of 174.33 feet (the chord of said arc being South 28 degrees 07 minutes 04 seconds West 174.30 feet) to a point of cusp on a right of way curve concave to the Southeasterly, thence from a tangent bearing of North 26 degrees 01 minute 06 seconds East run Northeasterly, Easterly, and Southeasterly along said curve with a radius of 30.00 feet through a central angle of 91 degrees 27 minutes 49 seconds for an arc distance of 47.89 feet, thence South 62 degrees 31 minutes 05 seconds East along the Southerly right of way of a 60 foot roadway 175.00 feet, thence leaving said Southerly right of way run South 27 degrees 28 minutes 55 seconds West 140.00 feet, thence North 66 degrees 59 minutes 28 seconds West 199.13 feet to said Easterly right of way of Walden Road and a point on a curve concave to the Southeasterly, thence from a tangent bearing of South 23 degrees 00 minutes 32 seconds West run Southwesterly along said curve with a radius of 2378.87 feet through a central angle of 03 degrees 10 minutes 06 seconds for an arc distance of 131.55 feet to a point of reverse curve, thence Southwesterly along said right of way boundary and said reverse curve with a radius of 1360.68 feet, through a central angle of 28 degrees 03 minutes 27 seconds, for an arc distance of 666.32 feet (the chord of said arc being South 33 degrees 52 minutes 10 seconds West 659.68 feet) to the Northeasterly boundary of Lodi Court (unrecorded), thence South 42 degrees 06 minutes 06 seconds East along said Northeasterly boundary 256.66 feet, thence South along the Easterly boundary of said Lodi Court 367.07 feet, thence leaving said boundary of Lodi Court run North 48 degrees 57 minutes 26 seconds East 324.07 feet to the Southwesterly boundary of a 60 foot roadway, and a point on a curve concave to the Northeast, thence from a tangent bearing of South 41 degrees 02 minutes 34 seconds East, run Southeasterly along said right of way curve with a radius of

180.74 feet through a central angle of 24 degrees 31 minutes 05 seconds for an arc distance of 77.34 feet, thence leaving said right of way curve, run South 24 degrees 26 minutes 21 seconds West 238.28 feet to the POINT OF BEGINNING. Containing 53.06 acres, more or less.

Section 2. Additional Property. Additional Properties may become subject to this Declaration by recordation of a document setting forth such purpose and containing a legal description of the additional property, reference to the Official Records Book and Page numbers of this Declaration, and signatures of Declarant and all other property Owner(s), if any.

All rights resulting to Members of the LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC. shall be uniform as between all Units of LANDOVER HILLS.

ARTICLE III - DEFINITIONS

- A. "Association" shall mean and refer to LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- B. "Board" shall mean and refer to the Board of Directors of LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC.
- C. "Bylaws" shall mean and refer to the Bylaws of the Association.
- D. "Committee" shall mean and refer to the Architectural Control Committee.
- E. "Common Area" shall mean and refer to any real property, easements, or facilities which the Association owns or maintains for the common use and enjoyment of the Owners, including but not limited to roadway and drainage easements. The Common Area to be owned by the Association at the time of conveyance of the first Lot is all area shown on the plat of survey entitled "LandOver Hills" and recorded in Plat Book 10, Page 45, in the office of the Clerk of the Circuit Court of Leon County not included in platted Lots.
- F. "Declarant" shall mean and refer to SARA B. HEALY, her legal representatives, heirs and assigns.
- G. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions as the same may be supplemented or amended from time to time.
- H. "Lot" shall mean and refer to each parcel or tract of land located within the Properties upon which a dwelling may be constructed.
- I. "Member" shall mean and refer to any member of LANDOVER HILLS

J. "Owner" shall mean and refer to the record fee simple Owner, whether one or more persons or entities, of any Lot which is a part of the Properties, but excluding those having an interest merely as security for the performance of an obligation.

K. "Properties" shall mean and refer to the real property described in Article II, hereof.

ARTICLE IV - USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. 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 three stories in height at street grade.

The ground floor of the main structure of single story dwellings, exclusive of porches, garages, and patios, shall be not less than 1800 square feet of heated and/or air-conditioned completely finished living area. In the event the main structure contains more than one story, the ground floor, exclusive of porches, garages, and patios, must contain not less than 1,200 square feet and the second floor not less than 700 square feet of heated and/or air-conditioned completed finished living area.

The exterior construction material shall be not less than two-thirds (2/3) brick for main dwelling, unless specifically approved by the Committee for exterior construction material of otherwise high quality.

Pipes, wires, or other appurtenances underneath or adjoining a structure shall not be exposed and shall be encased or housed as part of the overall construction project. Windows, doors, or other similar structures using aluminum shall be constructed of anodized aluminum.

Once the construction of any building is begun, work thereon shall proceed diligently and continuously until the full completion thereof, and in any event shall not extend beyond one year from commencement thereof. All structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

No Lot shall be subdivided, it being the intent of this provision to allow one residential dwelling per lot, provided, however, that one dwelling unit may be constructed on two or more adjoining lots.

Section 2. Garages. Each living unit shall have a functional 2 car garage. All

attached garage entrances shall face the rear property line or a side property line; in no instance shall the entrance be permitted to face the front property line of the property. Garage entrances on any Lot adjoining a Lot at the end of any cul-de-sac shall not face the Lot at the end of the cul-de-sac.

Section 3. Driveways and Sidewalks. All driveways shall be constructed of concrete, "hot mix" asphalt, or paving bricks. All driveway culvert ends shall have mitered concrete headwalls at both ends. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

Section 4. Improvement Setbacks and Location. No building or structure shall be located nearer than 35 feet to the front roadway easement or rear Lot line, nor nearer than 15 feet to any side Lot line, nor nearer than 25 feet to any side roadway easement.

No hedge, shrub, or other foliage planting shall be permitted which obstructs safe sightlines at roadway intersections, as determined by the Committee.

No driveway or back-up turn-around pad shall be located nearer than 5 feet to an interior property line.

No fence of any kind shall be placed or constructed nearer the front property line than the front corner of the residence nor nearer than 10 feet to any side street easement. The Committee may, in its sole discretion, permit certain decorative fencing, such as split rail or picket fencing, to be constructed in restricted areas.

Fencing on vacant lots shall be specifically approved by the Committee.

For the purpose of this section, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach on or over another lot.

All developmental standards set forth in the Code of Laws of Leon County must be adhered to.

Section 5. Temporary Structures. No structure of a temporary character, including but not limited to, mobile homes, travel trailers, motor homes, basements, tents, boats, bomb shelters, shacks, and outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. Mail Boxes. No mail box, 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 any Lot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved by the Committee.

Section 7. Air-Conditioning and Heating Units. All exterior heating and/or air-conditioning compressors and other machinery shall be located to the rear or side of the residence, but in either case shall not be visible from any street. No window air-conditioning or heating units shall be installed in any dwelling.

Section 8. Utility Connections, Antennas, and Satellite Receiving Stations. No Owner shall construct, erect, or maintain any external radio or television antenna, satellite receiving station or disc, or other similar apparatus unless specifically approved by the Committee. Satellite receiving stations shall be placed or constructed to the side or rear of the residence, within the setback lines for building structures, and in no event shall be located closer to the front roadway easement than the front of the residence. Satellite receiving stations shall be of semi-transparent mesh construction, shall be of black or brown color and shall not be visible from the front property line. When Cable Television is available to the Properties all antennae located on roofs shall be removed to a location not visible from the front property line.

All connections for utilities to dwellings or other structures on the lots, including but not limited to water, sewage, electricity, telephone and television, shall be underground from the proper connecting points to the structure and in such a manner as to be acceptable to the governing utility authority and the Committee.

Section 9. Water Supply. All water pumps and tanks shall be placed in the garage or fully enclosed and obscured from view by a permanent structure subject to the approval of the Committee.

Section 10. Garbage and Refuse Disposal. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall be kept in closed containers which shall be maintained in a clean and sanitary condition. All containers shall be kept at the rear of the residence, and in no event shall the same be visible from any street. Household garbage shall not be burned.

Section 11. Building Maintenance. All Lot Owners shall maintain all structures located on their Lots in good repair and keep them safe, clean, orderly and attractive in appearance at all times. The Committee shall be the judge as to whether the structures are safe, clean, orderly, and attractive in appearance, and properly painted or preserved. If the Committee notifies a Lot Owner in writing that any structure fails to meet acceptable standards, said Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Committee and failing to remedy such condition, the Owner hereby covenants and agrees that the Association may, at its sole discretion, perform such necessary actions as will bring the said structure up to acceptable standards, all such repairs and actions to be at the sole expense of the Owner. The cost of such repairs and actions shall be assessed against the Lot upon which the repairs or action is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the Owner. It shall also constitute a lien against the Lot and a personal obligation of the

Owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

Section 12. Property Maintenance. All Owners shall keep their lots mowed and maintained regularly. Where lots border on or contain ditches, ponds, drainage canals or swales, the Owner of each Lot shall keep that area, including the slopes, down to the edge of the water mowed and maintained regularly. Washouts or erosions on the Lot shall be properly attended to and repaired by the respective Lot Owner. Trash, litter, or other debris dumped upon any Lot shall be promptly removed by the Lot Owner. The Committee shall be the judge as to whether the property is safe, clean, orderly, and attractive in appearance, and where the Committee determines that said property fails to meet acceptable standards then the Association may, at its sole discretion, perform such necessary maintenance, but is not obligated to perform the same or take such actions as will bring the said property up to acceptable standards, all such actions to be at the sole expense of the Owner. The cost of such actions shall be assessed against the Lot upon which the action is performed, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the Owner. It shall also constitute a lien against the Lot and a personal obligation of the Owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments.

Section 13. Business or Commercial Activity. No commercial business shall be conducted from any lot.

Section 14. Dumping. No Lot shall be used as, maintained as, or allowed to become a dumping ground for scraps, litter, fill, leaves, limbs, discarded building materials, appliances, junk cars, rubbish or other debris.

Section 15. Boats, Trailers, Campers, and Inoperative Vehicles. Boats, trailers, campers or other such vehicles shall be parked or stored within the garage or carport or placed behind the residence in such a manner that the vehicles or objects shall not be visible from the street which runs in front of the property. Nothing other than operative automobiles shall be parked in driveways or in the front yard of the residence.

Section 16. Storage of Personal Property. All personal property kept on the premises shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home. However, junk cars, old appliances, or the like shall not be kept anywhere on the property. Personal property shall be stored in a completely enclosed structure approved by the Committee. When the Committee notifies the Owner in writing to remove such vehicle or other junk, such Owner shall remove such junk within thirty (30) days. If the Owner fails to do so, the Owner agrees that the Association may, at its sole discretion, remove such junk, any such removal to be at the sole expense of the Owner. The cost of such removal shall be assessed against the Lot from which the removal is made, and shall be due and payable within fifteen (15) days after written notice of the assessment is mailed to the Owner. It shall also constitute a lien against the Lot and a personal

obligation of the Owner, and may be enforced and collected in the same manner as provided herein for the collection of delinquent assessments. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty days or longer, or does not have a current license tag, unless specifically approved otherwise by the Committee.

Section 17. Vehicle Parking. There shall be no on-street parking whatsoever of any vehicles, including, but not limited to, boats, motor homes, automobiles, or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception.

Section 18. Signs. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 19. Nuisance. No noxious or offensive activities 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 or tend to damage or destroy either private or public property.

Section 20. Livestock and Pets. 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 purpose, and further, provided that they are not allowed to wander or roam freely about the neighborhood. No Owner shall keep more than three (3) adult dogs or cats. Any dog creating a nuisance in the neighborhood, be it from excessive barking, chasing cars, chasing people, overturning garbage containers, destroying property, or the like, shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 21. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any purpose.

Section 22. Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of a Lot in an area exposed to view from any street. In any event, drying shall be permitted only at the rear of the residence.

Section 23. Modification of Common Areas. No change or modification to any Common Area shall be made without the prior written approval of the Association.

Section 24. Trees. No person shall remove any tree which is 6 inches or more in diameter at four feet above ground level without prior approval from the Committee.

Section 25. Waiver. The Committee may, in its discretion, waive any condition or requirement contained in this Article IV.

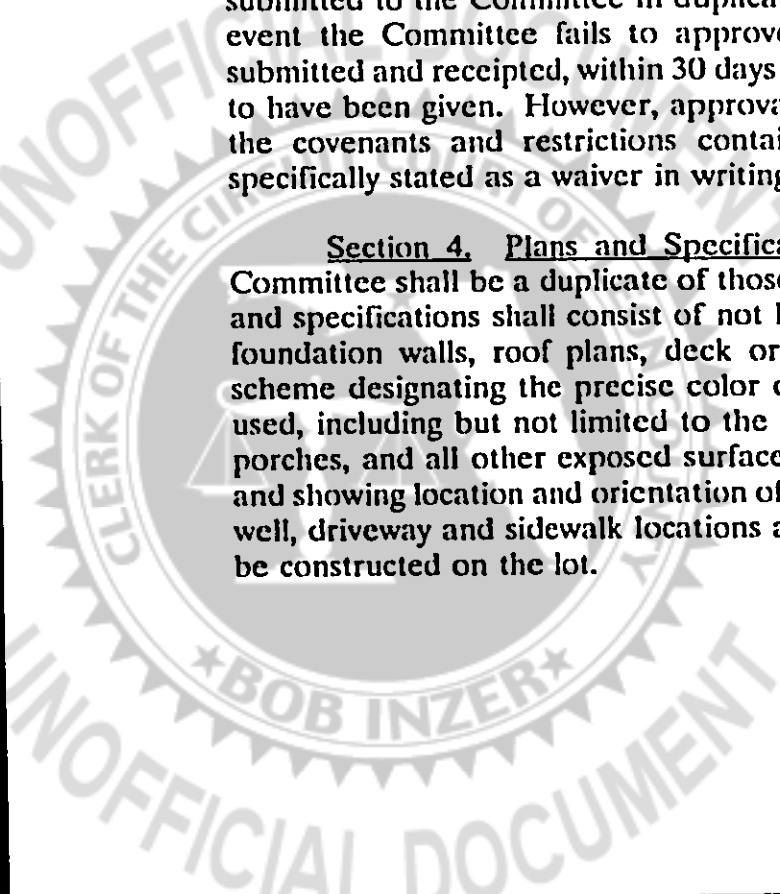
ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Board shall, at its sole discretion, appoint or remove the members of the Architectural Control Committee. The Committee may designate a representative to act for it by executing an instrument to that effect. The Committee shall initially consist of Jim Healy. Upon the death, resignation, or removal of any of the Committee, the Board shall appoint a successor Committee member. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Purpose. No building, fence, dock, wall, structure, alteration, addition, paving, culvert, culvert headwall, or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any Lot unless and until the plans and specifications therefor have been approved in writing by the Committee in its sole discretion as to construction materials, external design, location in relation to surrounding structures and topography and aesthetic quality. Approval of such structure not otherwise in compliance with the requirements of Article IV hereof shall constitute a waiver of such noncompliance.

Section 3. Approval Procedures. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. Plans and specifications shall be submitted to the Committee in duplicate at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications as submitted and received, within 30 days of written receipt thereof, approval shall be deemed to have been given. However, approval of plans and specifications not in conformity with the covenants and restrictions contained herein shall not constitute a waiver unless specifically stated as a waiver in writing.

Section 4. Plans and Specifications. Plans and specifications submitted to the Committee shall be a duplicate of those upon which the building permit is obtained. Plans and specifications shall consist of not less than the following: (1) floor plan of all floors, foundation walls, roof plans, deck or screen enclosure plans; (2) comprehensive color scheme designating the precise color of all exterior surfaces and exterior materials to be used, including but not limited to the color of the trim, gutters, windows, shutters, decks, porches, and all other exposed surfaces; (3) a site plan with building setback lines shown and showing location and orientation of buildings, trees, mailboxes, fences, pool, septic tank, well, driveway and sidewalk locations and other structures and improvements proposed to be constructed on the lot.



The Committee may disapprove a plan for any reason, including for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or "box-like", because the roof is too flat, because of color scheme, or for any other reason that the Committee in its sole discretion, may deem appropriate.

ARTICLE VI - HOMEOWNERS' ASSOCIATION

Section 1. General. Declarant has deemed it desirable for the efficient preservation of the values and amenities in LANDOVER HILLS to create an agency to which will be delegated and assigned the powers of administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter established, and for the purpose of promoting the common interests of property Owners in LANDOVER HILLS in general. Declarant has incorporated under the laws of the State of Florida, as a non-profit corporation, LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC. for the purpose of serving as such an agency. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws, and may be considered as promoting the common interest of LANDOVER HILLS residents.

Unless or until the appropriate governmental body of Leon County, Florida accepts responsibility from the Association, and except for that area designated as Leon County drainage easement, all roads, streets, common areas and facilities, easements, including drainage easements, and rights-of-way providing ingress and egress to the property herein defined, will be maintained by LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC.

Section 2. Membership. Each person owning a Lot shall be a Member of the Association and shall abide by this Declaration, the Association's Articles, Bylaws, rules and regulations, and shall be liable for the payment of all assessments levied. Membership is appurtenant to, and inseparable from, ownership of the Lot.

Section 3. Voting Rights. Each member shall have one vote per Lot owned on all matters. The first election for directors shall be had before more than fifty percent (50%) of the Lots have been sold by Declarant.

No Member shall be entitled to vote unless such Member has fully paid all assessments as provided herein as shown by the books of the Association.

Section 4. Assessments.

A. Obligation to Make Assessments. Each Owner shall be assessed (whether by annual or special assessments) such Owner's proportionate share of the cost of maintenance, including repairs and replacements, of all Common Areas owned by the Association.

B. Creation of Lien and Owner's Obligations. Each Owner, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association annual assessments and special assessments to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein provided, 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 and the cost of collection thereof, shall also be the personal obligation of the person who is the record Owner of such property at the time when the assessment becomes due.

C. Purpose of Assessments. The assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of LANDOVER HILLS, and in particular for the improvement and maintenance of roads, easements, and Common Areas, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of the homes upon the Properties, including but not limited to, the payment of taxes, insurance, repairs, replacement, additions thereto, maintenance, and for the cost of labor, equipment, materials, management and supervision thereof.

D. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$100.00 and shall be due and payable on or before the date fixed by the Board of Directors for the Association. The first annual assessment for the initial purchaser shall be prorated as of the date of closing. The annual assessment may be increased by the Board by an amount not to exceed five percent (5%) over the assessment of the previous year; unless the Board determines that the amount of such annual assessments would not be sufficient to include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement. The Board shall provide written notice of any change in the amount or due date of the assessment at least thirty (30) days in advance of such due date.

E. Special Assessments. In addition to the annual assessment authorized herein, the Association may levy a special assessment, in any assessment year for that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of capital improvements on the Common Areas, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting. The due date of any special assessment levied shall be fixed in the resolution authorizing such assessment.

F. Change in Maximum Annual Assessment Increase. The Association may change the maximum amount of the annual assessment increase fixed herein (5%), provided that such change shall be approved by two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30), but no more than sixty (60) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

G. Quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment increase provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of Members or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

H. Duties of the Board and the Association. The Board shall cause to be prepared a roster of the Lots and assessments applicable thereto, which roster shall be kept at the principal address of the Association. The Association shall, upon request, furnish to any Owner liable for the payment of assessments, a certificate in writing signed by the appropriate officer of the Association, setting forth whether said assessments against the Owner's Lot have been paid and the due date of the next assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Rights of Declarant. When more than fifty percent (50%) of the Lots have been sold or deeded away by the Declarant, Lots owned by the Declarant shall be subject to that portion of any annual assessment representing maintenance costs of Common Areas. When more than seventy-five percent (75%) of the Lots have been sold or deeded away by Declarant, Lots owned by the Declarant shall be subject to that portion of any annual assessment representing the contribution to the reserve account. Until sales of Lots by Declarant have reached such levels, Declarant shall be exempt from the payment of annual assessments against lots owned by Declarant and held for sale in the normal course of business. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of or reimburse to the Association all expenses incurred by the Association, in performance of duties hereunder, in excess of the amount of assessments levied against Owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay for lots owned at the time of the expense, if this exemption from payment of annual assessments had not be in effect.

J. Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's

fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successor in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

K. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed on the Properties subject to assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

ARTICLE VII - JOINDER BY ASSOCIATION

The Association joins with the Declarant and agrees to accept all of the Association's responsibilities which are described herein, including but not limited to maintenance of roads and other common improvements.

ARTICLE VIII - GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, by proceedings at law or in equity, these covenants and restrictions, seeking injunctive relief or damages, or both. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal, as are reasonably incurred in such action. There shall be no liability for the failure to enforce the terms of this Declaration.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions of these covenants or any previous covenants and restrictions, all of which shall remain in full force and effect.

Section 3. Captions. Paragraph title or captions contained in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit,

extend or describe the scope of this Declaration or the intent of any provision hereof.

Section 4. Singular, Plural and Gender. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural; the masculine gender shall include the feminine and neuter genders; and the word "person" shall include a corporation, firm, partnership or other form of Association.

Section 5. Additional Covenants or Restrictions. So long as any Lot is owned by the Declarant, no Lot Owner shall, without the prior written approval of the Declarant, impose any additional covenants or restrictions on any part of the Properties.

Section 6. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities, as shown on the LANDOVER HILLS plats, shall be reserved upon said plats' recordation in the Public Records of Leon County, Florida. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities, or which may obstruct, retard, or change the direction of the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under each Lot to erect, maintain and use pipes, wires, cables, conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water drainage facilities, or other public conveniences or utilities on, in or over those portions of each Lot or the Common Areas as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any license of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

Section 8. Duration of Covenants and Restrictions. The covenants and restrictions in this Declaration shall run with and bind the land, and shall inure to the benefit of Declarant, Owners, and the Association, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-

thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole, or in part. Any change shall provide for the continued and perpetual maintenance of the roads, easements and Common Areas.

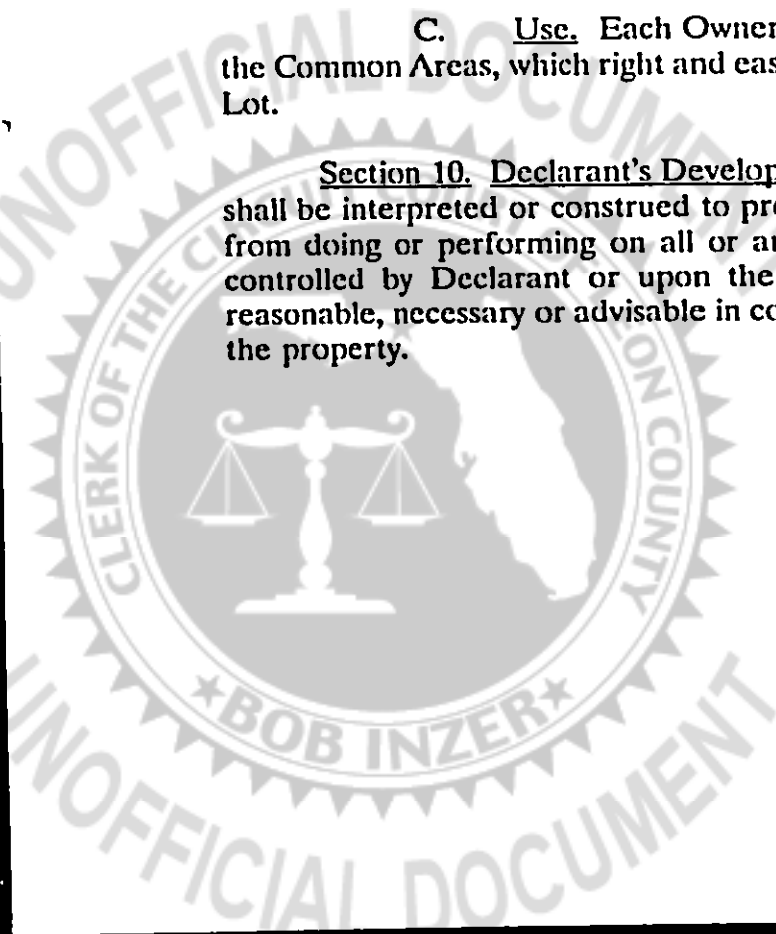
Section 9. Dedication of Common Areas.

A. By Declarant. The Declarant shall deed the private streets or roads, drainage facilities, and other required Common Area improvements, to the Association before more than seventy percent (70%) of the Lots have been sold or deeded away by the Declarant.

B. By Owners. Except as set forth below, the Association shall have the right to dedicate, sell, 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 Owners. No such dedication or transfer shall be effective unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots (other than the Declarant) has been recorded, agreeing to such dedication, sale or transfer. The Association shall dedicate to public use any street or road in the subdivision whenever the Owners of 2/3 of the Lots (other than the Declarant) abutting such street or road, present a signed petition proposing such dedication to the County or a successor local government and such local government agrees to accept the street or road as a public right-of-way. The Association shall not dedicate to public use any street or road in the subdivision unless such dedication is agreed to by the Owners of 2/3 of the Lots (other than the Declarant) abutting such street or road in a signed petition proposing such dedication which is presented to the County or a successor local government and such local government agrees to accept such dedication.

C. Use. Each Owner shall have the right and easement of enjoyment of the Common Areas, which right and easement are appurtenant to ownership of the Owner's Lot.

Section 10. Declarant's Development Rights. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant or its contractors or subcontractors from doing or performing on all or any part of LANDOVER HILLS actually owned or controlled by Declarant or upon the Common Areas, whatever they determine to be reasonable, necessary or advisable in connection with the completion of the development of the property.



Section 11. Amendment of Covenants and Restrictions.

A. By Declarant. So long as Declarant owns twenty-five percent (25%) or more of the Lots, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request; and further provided that the following actions require prior approval of FHA/VA: annexation of additional property and dedication of the Common Area. Additionally, so long as Declarant owns twenty-five percent (25%) or more of the Lots, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including setback restriction, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. When Declarant no longer owns twenty-five percent (25%) of the Lots, the right to grant such variances shall be exercised by the Committee.

B. By Owners. Except as provided herein for scrivener's errors and immaterial changes, after Declarant no longer owns twenty-five percent (25%) of the Lots, this Declaration may be amended by (i) the consent of the Owners of two-thirds (2/3) of all lots together with (ii) the approval or ratification of a majority of the Board. Approval of FHA/VA shall no longer be required as set forth in Paragraph 11A above. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation. Any amendment of any Section of these Covenants required by Leon County ordinance shall be amended only with the written consent and joinder of Leon County which consent and joinder may be given by the Leon County attorney.

C. Scrivener's Errors and Immaterial Changes. Amendments for correction of scrivener's error or other immaterial changes or to comply with requirements of Leon County of the Federal Housing Administration and the Veterans Administration may be made by Declarant alone so long as Declarant owns twenty-five percent (25%) or more and by the Board thereafter and without the need of consent of the Owners.

D. Effective Date of Amendments. Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

Section 12. Interpretation of Declaration. The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provision of this Declaration and to construe and interpret the provision of this Declaration in good faith. All such interpretations shall be binding on the Owners.

Section 13. Attorneys' Fees. The prevailing party in litigation to enforce any provision of these Covenants and Restrictions, including to require (i) the Association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other common facilities or (ii) the developer to perform any other action or obligation imposed on the developer by these restrictive covenants, shall be entitled to its attorneys' fees in addition.

ARTICLE IX - ACCESS EASEMENT

The Owner of each Lot is hereby granted an easement for ingress and egress over all roads and streets constituting Common Areas from such Lot to any public streets intersection, the roads or streets constituting Common Areas.

IN WITNESS WHEREOF, Association and Declarant have caused this Declaration of Covenants and Restrictions to be executed this 2nd 16th day of Nov., 1990.

Witnesses:

11 Valerie J. Frenz
 5 Louis C. Wagner

LANDOVER HILLS HOMEOWNERS
 ASSOCIATION, INC.

By: 3 [Signature]
 As Its President

Witnesses:

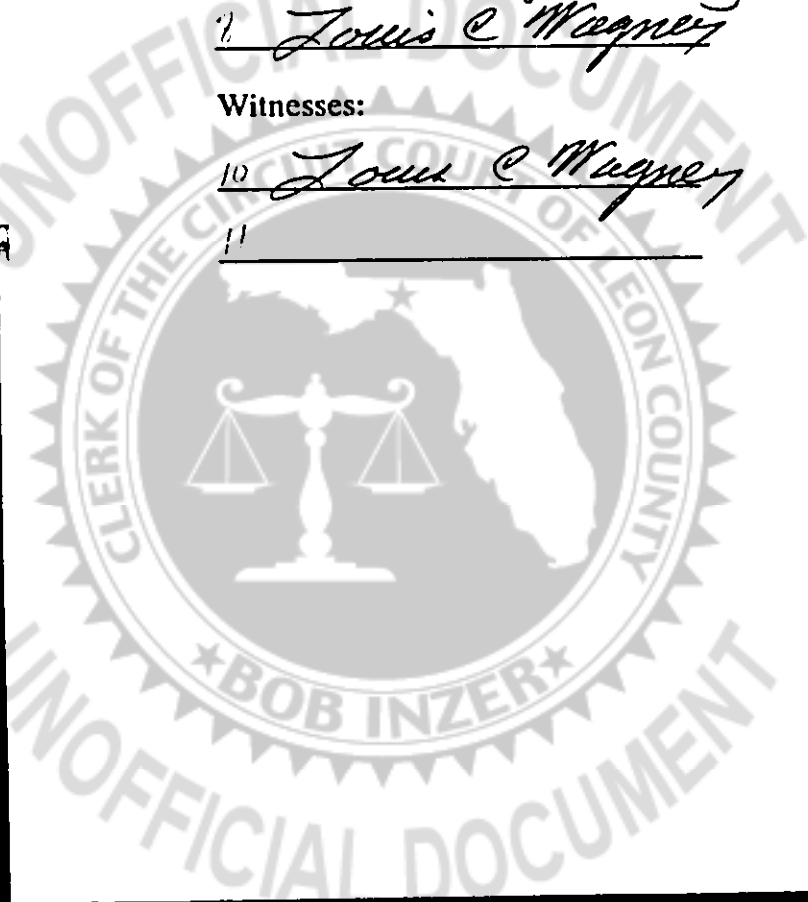
1 Valerie J. Frenz
 7 Louis C. Wagner

6 Sara B. Healy
 SARA B. HEALY

Witnesses:

10 Louis C. Wagner
 11 _____

9 Valerie J. Frenz
 VALERIE J. FRENZ



DR1464FC1159

Witnesses:

13 Valerie Frentz
14 Louis C Wagner

12 Kevin T. Frentz
KEVIN T. FRENTZ

Witnesses:

16 Loren Kahl
17 Juan K Truelstrup

15 Clarence Peterson Jr
CLARENCE PETERSON, JR.

Witnesses:

11 Loren Kahl
Juan K Truelstrup

18 Aileen Borders
AILEEN BORDERS

STATE OF FLORIDA
COUNTY OF LEON

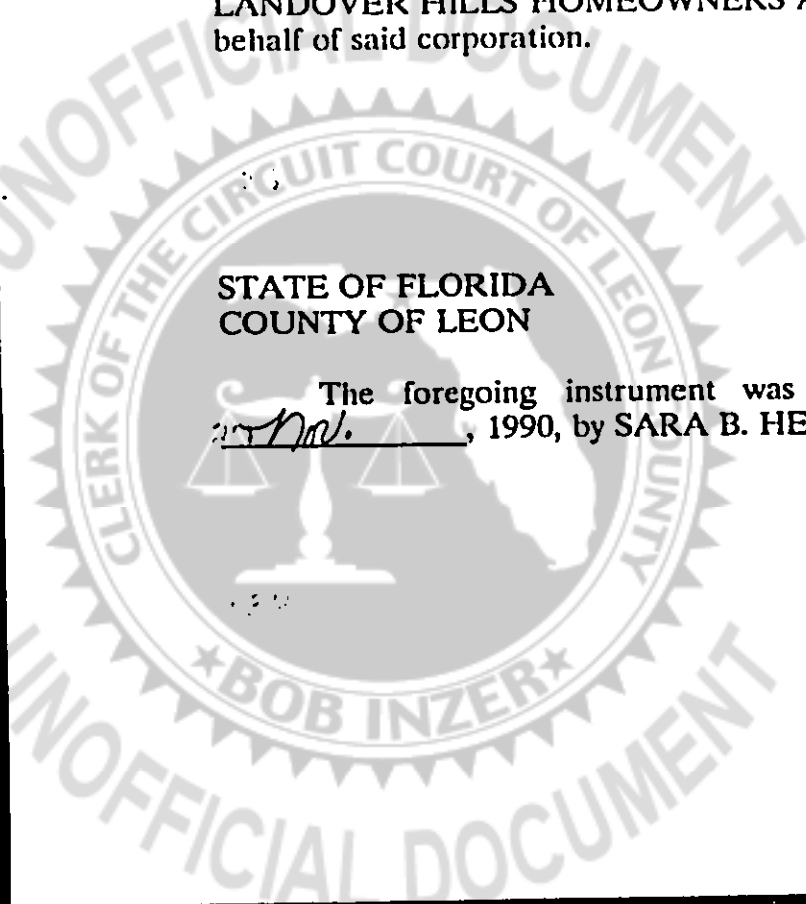
The foregoing instrument was acknowledge before me this 16th day of Nov., 1990, by James M. Healy, as President of LANDOVER HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Valerie J. Frentz
Notary Public
My Commission Expires: 4/6/1991
My Commission Expires April 6, 1991
Bundled thru Tray Fair - Insurance, Inc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge before me this 26th day of Nov., 1990, by SARA B. HEALY.

Valerie J. Frentz
Notary Public
My Commission Expires: 4/6/1991
My Commission Expires April 6, 1991
Bundled thru Tray Fair - Insurance, Inc.



STATE OF FLORIDA
COUNTY OF LEON

0014641160

The foregoing instrument was acknowledge before me this 31st day of November, 1990, by VALERIE J. FRENTZ.

33 Anne M. Swisleder
Notary Public
My Commission Expires: 34 10-13-94

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge before me this 6th day of Nov., 1990, by KEVIN T. FRENTZ.

32 Valerie J. Frentz
Notary Public
My Commission Expires: April 6, 1991
Notary Public State of Florida
Bonded Thru Troy Fain - Insurance Inc.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge before me this 19th day of October, 1990, by CLARENCE PETERSON, JR.

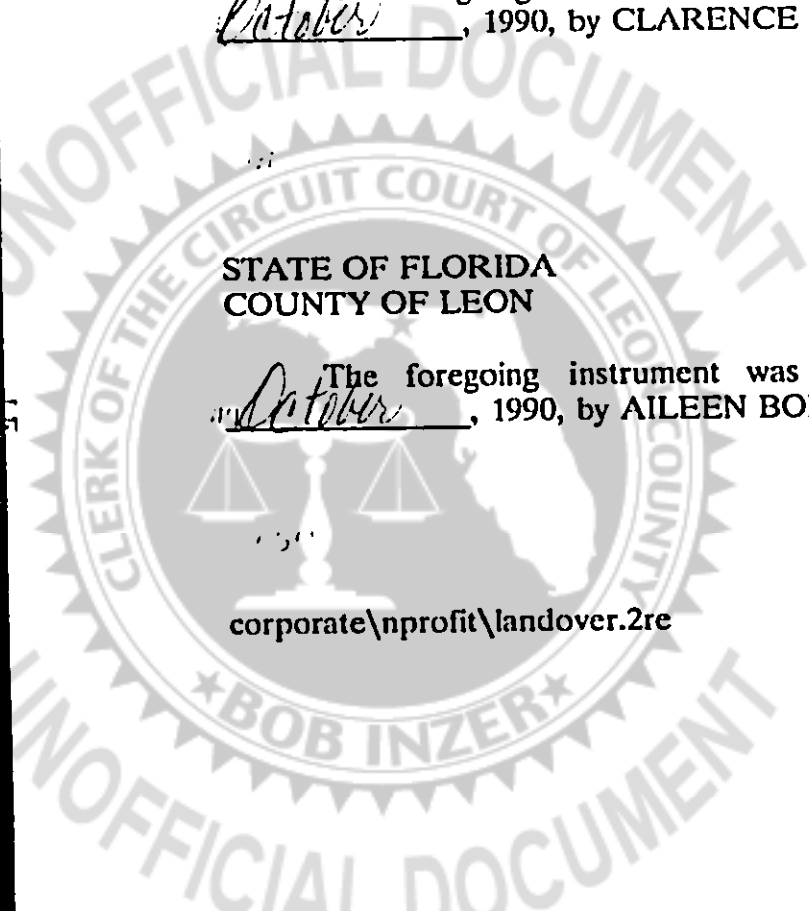
43 Lynn Kohl
Notary Public
My Commission Expires: 1/1/91

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge before me this 19th day of October, 1990, by AILEEN BORDERS.

44 Lynn Kohl
Notary Public
My Commission Expires: 1/1/91

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Witnesses:

[Signature]
[Signature]

001464FC1161

[Signature]
BOBBY JACK WHITE, JR.

Witnesses:

[Signature]
[Signature]

[Signature]
CINDY R. WHITE

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge, before me this 5th day of November, 1990, by BOBBY JACK WHITE, JR.

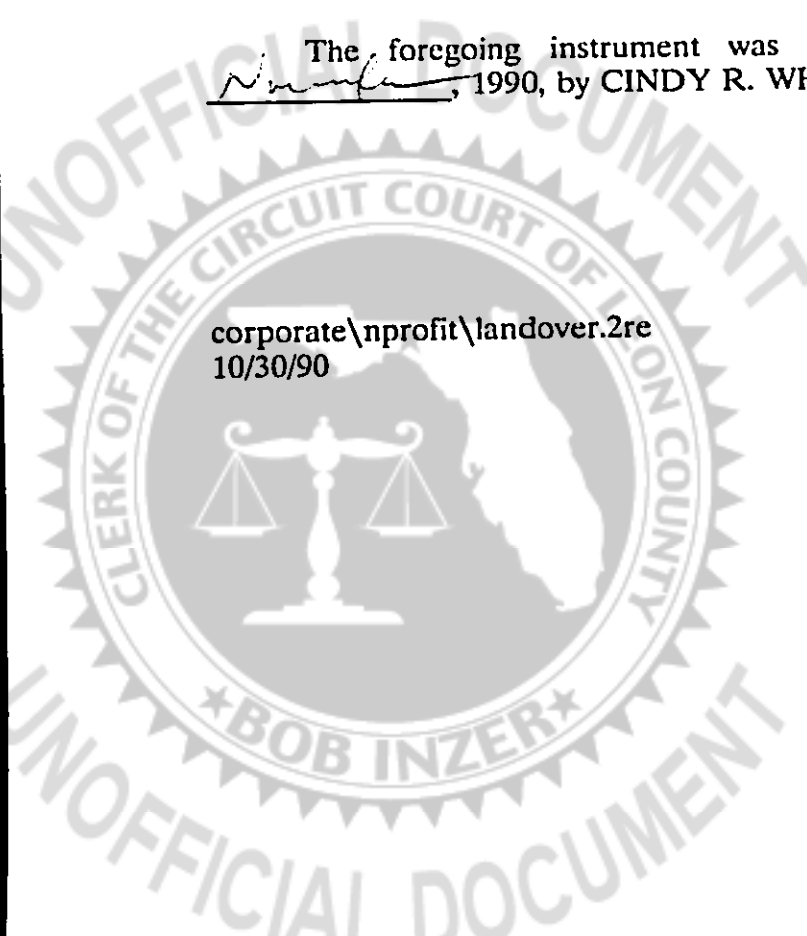
[Signature]
Notary Public
My Commission Expires: 12/28/92

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledge before me this 5th day of November, 1990, by CINDY R. WHITE.

[Signature]
Notary Public
My Commission Expires: 12/28/92

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10/30/90



OR1464FC 1162

Bobby Jack White
Member

Cindy R. White
Member

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10/30/90

