

DECLARATION OF COVENANTS

OF

DR1166PG2130

LOMA FARM ROAD OWNERS MAINTENANCE ASSN., INC.

THIS DECLARATION OF COVENANTS made this 3rd day of July, 1985.

W I T N E S S E T H :

WHEREAS, Declarants are the lot owners of certain property in an unrecorded subdivision in Leon County known as LOMA WOODS;

WHEREAS, Declarants are desirous of enhancing the enjoyment and value of said property and of providing a mechanism for construction and maintenance of a subdivision roadway serving Declarants;

WHEREAS, Declarants are also desirous of enforcing recorded restrictive covenants and of operating a homeowners association which will promote the health safety and welfare of the residents of LOMA WOODS;

WHEREAS, a homeowners association comprised of all owners of property described in ARTICLE ONE is an efficient way to achieve the above goals;

NOW, THEREFORE, Declarants hereby declare that all of the properties described in ARTICLE ONE shall be held, sold and conveyed subject to the following covenants which are for the purpose of providing a subdivision roadway and 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

Prepared by Clyde P. Schilling
3610 Loma Farm Rd
Tallahassee FL 32308

ARTICLE ONE

The property subject to this Declaration of Covenant is described as follows:

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
Jul 3 10 21 AM 1985
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

722645

SEE EXHIBIT "A"

OR1166PG2131

ARTICLE TWO

There shall only be one class of voting membership.

Each Declarant shall be entitled to one vote per lot. When more than one person hold an interest in any lot the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE THREE

There is hereby created a homeowners association to be known as LOMA FARM ROAD OWNERS MAINTENANCE ASSN., INC. (Association).

The Association shall be comprised of all persons owning property described in ARTICLE ONE shall be mandatory member of the homeowner association.

The Association shall be run by a Board of Directors of four (4) individuals, all of whom must be owners of property described in ARTICLE ONE. The initial Board of Directors shall be as follows and shall serve for one year beginning on the date of this Declaration.

..... 3619 LOMA FARM ROAD
CLYDE P. SCHLESINGER address TALLAHASSEE, FLORIDA 32308

..... 3792 LOMA FARM ROAD
BRUCE GOODRICH address TALLAHASSEE, FLORIDA 32308

..... 3717 LOMA FARM ROAD
(Mrs.) JUDY M. RUTZ address TALLAHASSEE, FLORIDA 32308

..... 3648 LOMA FARM ROAD
GEORGE GRIMSLEY address TALLAHASSEE, FLORIDA 32308

The Board shall annually determine the assessment to be made against all members in order to pay for the repair and maintenance

of subdivision roads serving the members including the necessary non-capital expenses of operating the Association. Special assessments may be levied against certain members whose lots are especially benefitted by specific improvements, provided One Hundred percent (100%) of those members approve.

To compute the share of annual assessments to be assessed against each member, the Board shall divide the estimated annual budget for the Association by the number of lots in the property described in ARTICLE ONE. However, the total amount of annual assessments per member per lot may not exceed One Hundred Dollars (\$100.00).

Such assessments, including special assessments together with interest thereon and cost of collection as hereinafter provided, shall be a charge upon the lot of the member against which each such assessment is made. If any assessment is not paid when due, then such assessment shall become delinquent and shall, together with such interest and costs of collection including attorney's fees, thereupon become a continuing lien on the lot which shall bind the member, his heirs and assigns. If the assessment is not paid within 30 days after the date set for payment, the Association may bring an action of law against the member personally obligated to pay the same or foreclose the lien against the lot and in the event a judgment is obtained, such judgment shall include interest at the rate of ten percent (10%) and collection costs including attorney's fees.

The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage now or hereafter placed upon the lot subject to assessment.

Vacancies in the Board of Directors shall be filled by a special election of the members. Each lot owner member shall be entitled to one vote.

At the end of the one year term of the present board members an election shall be held to determine the new board members. Each member owner shall be entitled to one vote per lot owned by the member.

Notice of meetings, nominations and other matters essential to operation of the Association shall be as provided in a set of By-laws adopted by the board and distributed to all members.

This Declaration may be amended upon an affirmative vote of seventy-five percent (75%) of the members.

IN WITNESS WHEREOF, the undersigned, being the owner of the property described in ARTICLE ONE, has hereunto set its hand and seal this 3rd day of July, 1985.

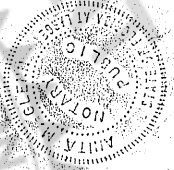
Clyde P. Schlesinger
Clyde P. Schlesinger
Incorporator

STATE OF FLORIDA
COUNTY OF LEON

SWORN TO AND SUBSCRIBED before me this July 3, 1985 by
Clyde P. Schlesinger.

Anita M. Gleason
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires May 5, 1988
Bonded thru Inez Elin Insurance, Inc.



U.S. HIGHWAY 319

