

This instrument prepared by:
JAMES C. TRUETT
646 Lewis State Bank Building
Tallahassee, Florida 32301

REC 941 PAGE 1943

DECLARATION OF COVENANTS,
EASEMENTS AND PARTY WALL AGREEMENT
OF SUNNY VILLAGE

THIS DECLARATION made this 5th day of October, 1979,
by SUNNY DEVELOPMENT CORPORATION, a Florida corporation, with its
principal place of business in Tallahassee, Leon County, Florida,
and L.T. Engleke Inc., a Florida corporation with its principal place
of business in Tallahassee, Leon County, Florida, (hereinafter referred
to as OWNER)

WITNESSETH:

THAT, WHEREAS, the OWNER is the owner of the property described
in attached Exhibit A lying and being in Leon County, Florida.

WHEREAS, it is to the interest, benefit and advantage of the
OWNER and to each and every person who shall hereafter purchase any lot
in said subdivision that certain protective covenants governing and
regulating the use and occupancy of the same shall be established, set
forth and declared to be covenants running with the land; that there be
reserved certain easements for ingress and egress, electrical and other
utility service and that there be party wall agreements covering the
party walls which shall exist between dwelling units of various multiple
unit buildings that may be constructed upon the property.

NOW, THEREFORE, or and in consideration of the premises and
of the benefits to be derived by the OWNER and each and every subsequent
owner of any of the lots in said subdivision, said OWNER does hereby
set up, establish, promulgate and declare the following protective
covenants to apply to all of said lots and to all persons owning said
lots, or any of them, hereafter; these protective covenants shall become
effective immediately and run with the land and shall be binding upon all
persons claiming under and through the OWNER. That there are hereby
reserved and imposed upon the property described, easements which are
more specifically described in paragraph (5) below.

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY,
FLORIDA
IN THE BOOK & PAGE NO.
OCT 5 8 54 AM 1979
AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

40035

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes; however, the owner may construct multiple family dwellings upon the lots or portion thereof.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot or part of a lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot or part of a lot unless the heated ground floor area of each separate dwelling unit in the main structure shall contain at least 900 square feet for one-story dwelling units, exclusive of carport, garage, open porches, etc., and heated ground floor area of at least 700 square feet for multi-story dwelling units, exclusive of carport, garage or open porches.

4. BUILDING LOCATION AND LOT SIZE. A building site may be less than a lot as shown on the plat of Sunny Village, Plat Book 7, p. 57, Public Records of Leon County, but any site shall be in accordance with applicable zoning laws. Set backs from building site lines shall also be in accordance with applicable zoning laws.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Sunny Village as per plat recorded in Plat Book 7, page 57, Public Records of Leon County, Florida. Also, an easement for access across the rear 15 feet of each lot is hereby reserved and imposed. There are hereby reserved and imposed easements for access and also for location of utilities over and across those portions of the property described on Exhibits B and C, attached hereto and made a part of this agreement by reference. These easements shall be for the use and benefit of any electrical, gas, water, telephone, cable TV, or other public utility serving the property and shall also be for the use and benefit of the owner, its subsequent grantees and their guests and invitees.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise the property during the construction and sales period.

9. 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. No animal pens of any kind shall be erected, placed or altered on any lot.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of the officers of the OWNER or such persons as may be appointed by the OWNER. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After five (5) years from date, the then record owners of a majority of the lots shall have the

power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties, except those powers granted in paragraph 16.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. FENCES. No fences shall be constructed any closer to the front line than a line drawn parallel to and along the front wall of the dwelling extended to the side lots lines and fences may not extend across the rear fifteen (15) feet of each lot or parcel, nor across any other easement area. All fences shall be ornamental fences except chain link fences may be installed if covered with vines or screened with planted shrubs. Fences shall not exceed six (6) feet in height.

13. TYPE OF CONSTRUCTION. All dwellings shall be of new construction, that is, no existing structures may be moved on the property and remodeled and no used building materials are to be used in construction on any building site.

14. T.V. ANTENNAS. No television antennas may be installed without prior Architectural Control Committee approval.

15. BUSINESS USE PROHIBITED. No business or occupation of any type shall be conducted on any lot.

16. MAINTENANCE. To insure maintenance of all the Patio home clusters the Architectural Committee shall have the right to provide maintenance upon every property subject to these covenants, but only if the owner fails to maintain a unit. This right extends to both the building and the grounds. If the Architectural Committee determines that a unit is not being maintained, written notice by personal delivery or U.S. mail shall be given to the owner setting forth items to be corrected.

If the owner does not take the corrective steps within fifteen (15) days of delivery of such notice, the Architectural Committee shall have the right to have the work done and the cost thereof shall become a lien upon the unit upon the recordation of a notice of assessment by the Architectural Committee in the Public Records of Leon County, Florida. Such lien shall be inferior to any mortgage then existant upon the property and enforcement of the lien shall not effect the lien of any mortgage on the property. Enforcement shall be in the same manner as is provided for the enforcement of liens in Chapter 713, Florida Statutes 1977.

17. EXTERIOR PAINTING. No unit owner may paint the exterior of a unit without securing approval of the color by the other unit owners in that group of buildings and the approval of the Architectural Control Committee.

18. PARTY WALL AGREEMENT. The improvements which are to be built on the described property are being constructed so that the units share a common wall and the dividing line between the various units is the center line of this eight (8) inch common wall and this wall is hereby declared to be a party wall.

a. Subject to the condition set forth in Section b of this agreement, each unit owner shall have the full right to use the party wall or walls to support structural members of a building erected on his parcel. However, such use shall not injure the adjoining unit and shall not impair the party wall support to which the adjoining unit is entitled.

b. Either party shall have the right, at his expense, to extend the wall horizontally or vertically or both, and to make such extension of a lesser or greater thickness than that of the original wall, or an extension thereof already built, except that no added thickness shall be placed on the land of the other party without his written consent. Any extension shall neither injure the adjoining unit nor impair the party wall support to which it is entitled. Following any extension, the other party shall have the right to use the wall as extended, or any part thereof, for the same purposes set forth in Section a of this agreement. Such right is conditioned, however, on payment to the party

who paid for the extension of a proportionate part of the cost thereof, the amount of such payment to be computed in the same manner set forth in Section C of this agreement.

c. When the need arises for repair or other maintenance of any part of the wall as originally built or as later extended, the cost of such repair shall be divided equally between the parties as to parts of the wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. This section does not apply to any loss covered by the perils insured against in the insurance coverage provided for in paragraph 19 of this declaration.

d. This agreement shall continue in effect for 99 years from date of recording.

e. It is agreed that in the use of the party wall that the use thereof shall not extend beyond the center line of the party wall. Under no circumstances shall any party penetrate the party wall more than four (4) inches.

19. INSURANCE. In order to secure uniform hazard insurance coverage on the units to be constructed by the owner, there is to be established an association, which shall be a Florida corporation, not for profit, which association shall secure and pay for full hazard insurance coverage on all units being constructed. The named insured shall be the association individually and as agent for the unit owners without naming them specifically. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to each unit owner's mortgagee. Such policy or policies shall provide that all payments by the insurer for losses shall be made to the Insurance Trustee, hereinafter designated, and all such policies and endorsements relating thereto shall be deposited with said Trustee. Nothing contained herein shall be deemed to prohibit or in any way prevent unit owners from obtaining, at their own expense, insurance covering their personal property and to cover their personal liability and living expense or to obtain such other insurance as may be available to them so long as the same in no way affects the coverage obtained by the Association. Such

insurance as is obtained by the Association shall include the following coverages:

a. All buildings and improvements located on the property shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation cost as is determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by fire insurance and a standard extended coverage endorsement together with such other risks as are customarily insured against with respect to buildings similar to the buildings located upon the property.

b. Such other insurance as the Board of Directors of the Association shall determine to be desirable.

All premiums payable for insurance policies purchased by the Association shall be paid by the Association as a common expense. The Association is hereby irrevocably appointed Agent for each homeowner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of all claims.

Each person buying a unit or units from the owner hereby becomes a member of the association and shall pay to the association upon closing such purchase, the pro rata cost of 1 years insurance premium of such unit or units and does agree to thereafter pay each month to the association one-twelfth (1/12) of the annual pro rata cost of continuing such insurance in effect.

20. INSURANCE TRUSTEE. All insurance policies purchased by the Association shall be for the use and benefit of the unit owners and their mortgagees, as their respective interest may appear, and such policy shall provide that all proceeds covering property losses shall be paid to any bank in Florida as Trustee, which bank has been designated as Insurance Trustee by the Board of Directors of the Association. Such

Trustee is referred to herein as the "Insurance Trustee". The following terms and conditions shall be applicable to the services of said Trustee.

a. The Insurance Trustee shall not be liable for payment of premiums for the renewal or the sufficiency of policies or for the failure to collect any insurance proceeds.

b. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners, and their mortgagees. Proceeds received by the Trustee, resulting from damage to units, shall be paid for the respective owners of the damaged unit in proportion to the cost of repairing the damage suffered by each unit, which cost and proportionate share shall be determined by the Association. In the event a mortgagee endorsement has been issued as to any particular house, the share of the owner of said house shall be held in trust for the mortgagee and the unit owner as their interest may appear.

c. Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows;

(i) All expenses of the Insurance Trustee shall be paid first;

(ii) Payment for repairs or reconstruction of damaged units.

21. AMENDMENTS. This declaration may be amended after written notice of a proposed amendment is given to the Director of the Association and the unit owners, by either mail or personal delivery. After seven (7) days notice, a meeting to vote on proposed changes shall be held, and in order to affect an amendment there shall be an affirmative vote for the change of at least seventy-five (75) per cent of the unit owners. If changes in this declaration are adopted, a certified copy of same shall be filed in the Public Records of Leon County, Florida.

22. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 99 years from the date these covenants are recorded.

23. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In any action brought to enforce these covenants the prevailing party shall be entitled to recover attorney's fees and costs.

24. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

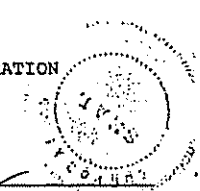
IN WITNESS WHEREOF, the OWNER has executed this Declaration the day and year first above written.

SUNNY DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

[Signature]
Diana P. Preppin

By: [Signature]
as its President



L.T. ENGELKE INC.

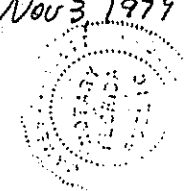
By: [Signature]
as its President



STATE OF FLORIDA
COUNTY OF LEON

Before the undersigned authority personally appeared L.T. ENGELKE as President of Sunny Development Corporation and L.T. Engleke Inc. both Florida Corporations and acknowledged that he executed the above declaration for the uses and purposes therein expressed. Dated at Tallahassee Leon County, Florida this 5 day of October, 1979.

[Signature]
Notary Public
My Commission expires:
Nov 3, 1979



ALL of SUNNY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 57, of the Public Records of Leon County, Florida.

LESS AND EXCEPT:

Lots 1-5, Block "A", Lots 1-5, Block "C" and Roadway Between "C", SUNNY VILLAGE, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 1 North, Range 1 West, Leon County, Florida, and run thence North 02 degrees 09 minutes 37 seconds East along the East boundary of the Southwest Quarter of the Northwest Quarter of said Section 5 a distance of 323.69 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue

thence North 02 degrees 09 minutes 37 seconds East along the said East boundary 351.72 feet to the Southerly right of way boundary of Old Bainbridge Road - State Road No. 157,
 thence North 63 degrees 18 minutes 44 seconds West along said Southerly right of way boundary 200.23 feet to a point on a curve concave to the Southwesterly,
 thence from a tangent bearing of South 63 degrees 18 minutes 44 seconds East run along said curve with a radius of 30.00 feet through a central angle of 36 degrees 16 minutes 06 seconds to the North boundary of the Southwest Quarter of the Northwest Quarter of said Section 5,
 thence North 89 degrees 20 minutes 38 seconds West along the North boundary of the Southwest Quarter of the Northwest Quarter of said Section 5 a distance of 44.92 feet,
 thence North 01 degrees 59 minutes 22 seconds East 28.21 feet to the Southerly right of way boundary of said Old Bainbridge Road - State Road No. 157,
 thence North 63 degrees 18 minutes 44 seconds West along said Southerly right of way boundary 85.74 feet,
 thence South 26 degrees 41 minutes 16 seconds West 388.71 feet,
 thence South 84 degrees 35 minutes 05 seconds East 129.47 feet,
 thence South 06 degrees 27 minutes 08 seconds East 173.25 feet,
 thence North 69 degrees 48 minutes 31 seconds East 30.0 feet,
 thence South 41 degrees 44 minutes 36 seconds East 61.82 feet,
 thence South 48 degrees 28 minutes 22 seconds East 136.64 feet,
 thence North 19 degrees 46 minutes 21 seconds East 75.16 feet,
 thence North 07 degrees 49 minutes 36 seconds East 33.58 feet,
 thence North 42 degrees 32 minutes 58 seconds East 72.05 feet,
 thence South 87 degrees 50 minutes 23 seconds East 30.00 feet,
 containing 1.99 acres, more or less.

Also, less and except:
 Lot 1, Block "D", of SUNNY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 7, at Page 57, in the Public Records of Leon County, Florida.

EXHIBIT A

BARRETT DAFFIN AND CARLAN INC ARCHITECTS ENGINEERS PLANNERS

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "C"

AUGUST 21, 1979

Begin at the Southeast Corner (also the most Easterly corner) of Lot 16, Block "C" of Sunny Village, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 57, of the Public Records of Leon County, Florida, and run thence South 26 degrees 41 minutes 16 seconds West 388.71 feet;
 Thence South 84 degrees 35 minutes 05 seconds East 129.47 feet;
 Thence South 06 degrees 27 minutes 08 seconds East 173.25 feet to the Northerly right of way boundary of Easy Street;
 Thence South 69 degrees 48 minutes 31 seconds West along said right of way boundary 15.44 feet;
 Thence North 06 degrees 27 minutes 08 seconds West 164.74 feet;
 Thence North 84 degrees 35 minutes 05 seconds West 128.83 feet;
 Thence South 69 degrees 14 minutes 17 seconds West 36.36 feet;
 Thence South 20 degrees 45 minutes 43 seconds East 55.27 feet;
 Thence South 44 degrees 06 minutes 30 seconds West 173.45 feet to the Easterly right of way boundary of Easy Street;
 Thence North 42 degrees 57 minutes 52 seconds West along said right of way boundary 15.02 feet;
 Thence North 44 degrees 06 minutes 30 seconds East 163.15 feet;
 Thence North 20 degrees 45 minutes 43 seconds West 45.73 feet;
 Thence South 69 degrees 14 minutes 16 seconds West 41.80 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 125.30 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 118.71 feet;
 Thence North 69 degrees 14 minutes 16 seconds East 88.57 feet;
 Thence North 26 degrees 41 minutes 16 seconds East 75.75 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 178.60 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 178.60 feet;
 Thence North 26 degrees 41 minutes 16 seconds East 141.00 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 178.60 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 178.60 feet;

EXHIBIT B

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "C"
AUGUST 21, 1979
PAGE TWO

REC 941 PAGE 1954

Thence North 26 degrees 41 minutes 16 seconds East 148.50 feet to the
Southerly right of way boundary of Old Bainbridge Road (S.R. No. 157);
Thence South 63 degrees 18 minutes 44 seconds East along said right of way
boundary 15.00 feet to the Point of Beginning.



Leland L. Burton, Jr.
Professional Land Surveyor
Florida Certificate No. 2400

BARRETT DAFFIN AND CARLAN INC ARCHITECTS ENGINEERS PLANNERS

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "D"

AUGUST 21, 1979

Begin at the most Northerly Corner of Block "D" of Sunny Village, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 57, of the Public Records of Leon County, Florida, and run thence Southerly along the Westerly boundary of said Sunny Village as follows:

South 23 degrees 54 minutes 58 seconds West 678.07 feet;

Thence South 30 degrees 18 minutes 17 seconds East 137.51 feet to a point of curve to the right;

Thence Southerly along said curve with a radius of 2,939.83 feet, through a central angle of 08 degrees 18 minutes 25 seconds for an arc distance of 426.23 feet;

Thence North 15 degrees 37 minutes 33 seconds East 24.47 feet to a point on a curve concave to the Westerly;

Thence leaving the boundary of said subdivision, run Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 03 degrees 41 minutes 43 seconds for an arc distance of 190.58 feet (the chord of said arc being North 24 degrees 13 minutes 16 seconds West 190.54 feet);

Thence North 69 degrees 34 minutes 05 seconds East 47.77 feet;

Thence South 65 degrees 44 minutes 17 seconds East 108.21 feet to the Northerly right of way boundary of Easy Court;

Thence North 24 degrees 15 minutes 43 seconds East along said right of way boundary 15.00 feet;

Thence North 65 degrees 44 minutes 17 seconds West 114.37 feet;

Thence South 69 degrees 34 minutes 05 seconds West 55.45 feet to a point on a curve concave to the Westerly;

Thence Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 02 degrees 04 minutes 42 seconds for an arc distance of 107.18 feet (the chord of said arc being North 27 degrees 24 minutes 01 seconds West 107.17 feet);

Thence North 65 degrees 59 minutes 45 seconds East 147.90 feet to a point on the Westerly right of way boundary of Easy Street;

Thence North 42 degrees 57 minutes 52 seconds West along 4.37 feet to a point of curve to the right;

Thence Northerly along said right of way and said curve with a radius of 202.49 feet for an arc distance of 11.39 feet (the chord of said arc being North 41 degrees 21 minutes 11 seconds West 11.39 feet);

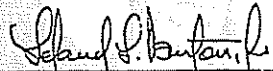
Thence South 65 degrees 59 minutes 45 seconds West 144.29 feet to a point on a curve concave to the Westerly;

Thence Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 01 degrees 34 minutes 25 seconds for an arc distance of 81.15 feet (the chord of said arc being North 29 degrees 31 minutes 05 seconds West 81.14 feet);

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "D"
AUGUST 21, 1979
PAGE TWO

941 PAGE 1956

Thence North 30 degrees 18 minutes 17 seconds West 117.68 feet;
Thence South 84 degrees 58 minutes 19 seconds East 187.72 feet to a point on a curve concave to the Easterly, said point also being on the Westerly right of way boundary of Easy Street;
Thence Northerly along said right of way boundary and said curve with a radius of 202.49 feet, through a central angle of 04 degrees 20 minutes 28 seconds for an arc distance of 15.34 feet (the chord of said arc being North 07 degrees 02 minutes 06 seconds West 15.34 feet);
Thence North 84 degrees 58 minutes 19 seconds West 189.79 feet;
Thence North 23 degrees 54 minutes 58 seconds East 181.56 feet;
Thence South 63 degrees 18 minutes 44 seconds East 155.24 feet to the Northwesterly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 155.96 feet;
Thence North 23 degrees 54 minutes 58 seconds East 141.17 feet;
Thence South 63 degrees 18 minutes 44 seconds East 162.79 feet to the Northwesterly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 163.52 feet;
Thence North 23 degrees 54 minutes 58 seconds East 141.17 feet;
Thence South 63 degrees 18 minutes 44 seconds East 170.34 feet to a point on the Northwesterly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 171.07 feet;
Thence North 23 degrees 54 minutes 58 seconds East 153.83 feet to a point on the Southerly right of way boundary of Old Bainbridge Road (S.R. No. 157), said point also being on a curve concave to the Northeasterly;
Thence Northwesterly along said right of way and said curve with a radius of 1,178.52 feet, through a central angle of 00 degrees 44 minutes 14 seconds for an arc distance of 15.17 feet to the Point of Beginning.



Leland L. Burton, Jr.
Professional Land Surveyor
Florida Certificate No. 2400

OFF REC 945 PAGE 1012

AMENDMENT TO DECLARATION
OF COVENANTS, EASEMENTS,
& PARTY WALL AGREEMENT

THIS AMENDMENT to that certain Declaration of Covenants, etc., recorded in OR Book 941p 1943 of the public records of Leon County, Florida, is made by SUNNY DEVELOPMENT CORPORATION and L. T. Engleke, Inc., both Florida Corporations hereafter referred to as OWNER.

WITNESSETH:

WHEREAS the above referred to Declaration in Paragraph 19 and 20 provided for the securing of one master insurance policy covering all units and an Insurance Trustee, and it has now been determined that insurance can be obtained more economically if each unit owner secures their own policy and accordingly paragraphs 19 and 20 should be deleted in their entirety and a new paragraph inserted:

NOW THEREFORE, in consideration of the premises it is agreed that the present paragraphs 19 and 20 are hereby deleted. In their place the following paragraph 19 is inserted:

19. Each unit owner hereby agrees that they will, at all times maintain FIRE AND EXTENDED COVERAGE insurance in an amount equal to the replacement cost of their unit. Each unit owner does covenant and agree that in the event of damage to their unit by any peril covered by such insurance policy that they will utilize the proceeds of such insurance to repair or replace said unit as soon as it is reasonably possible after settlement of the loss with their insurance company.

All other terms and conditions of the Declaration remain in full force and effect.

483185

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
IN THE BOOK & PAGE IND.

Nov 14 9 05 AM 1979

AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

Prepared by James C. Truett
501 Exchange Building
201 South Monroe Street
Tallahassee, Florida 32301

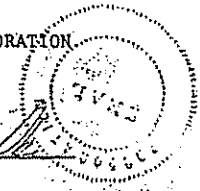
IN WITNESS WHEREOF, the OWNER has executed this amendment this 13 day of November 1979 at Tallahassee, Florida.

SUNNY DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

James H. West
Ann Lee

By: L.T. Engelke
as its President



L.T. ENGELKE, INC.

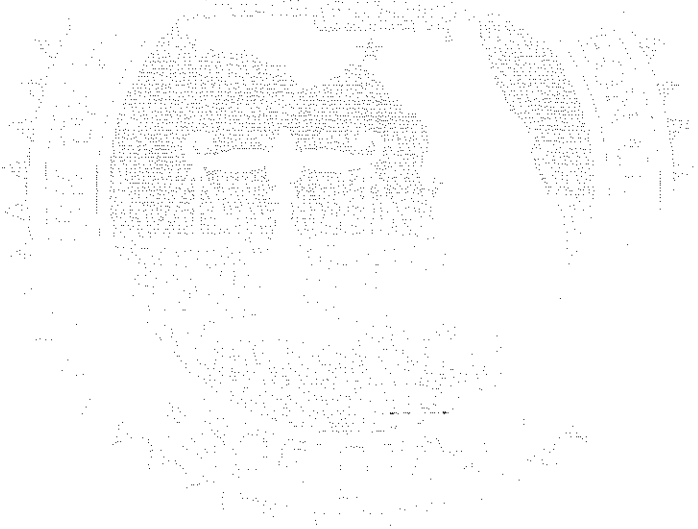
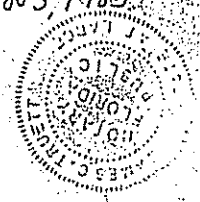
By: L.T. Engelke
as its President



STATE OF FLORIDA
COUNTY OF LEON

Before the undersigned authority personally appeared L.T. Engelke as President of both Sunny Development Corporation and L. T. Engelke, Inc. and acknowledged that he executed the above amendment for the uses and purposes therein expressed. Dated at Tallahassee, Florida the 13 day of November 1979

James H. West
Notary Public
My Commission expires: Nov 3, 1983
11/3/83



UTILITY EASEMENT

941 PAGE 1838

In Consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Sunny Development Corp. and L.T. Engelke, Inc., a Florida corporation hereby grants to TALQUIN ELECTRIC COOPERATIVE, INC., a Florida corporation, a perpetual, non-exclusive utility easement over and across that certain property located in Leon County, Florida, as shown by Exhibit "A" attached hereto.

TALQUIN ELECTRIC COOPERATIVE, INC., or its assigns, shall have the right to construct, operate and maintain any and all types of electrical, water and sewer utility services, including all lines and appurtenances, over and across the above-described property; and shall have the right to enter upon said property at any time for such purposes. TALQUIN'S rights under this easement shall be superior to the rights of any subsequent grantee of an easement over the subject property, and no other grantee of such easement shall interfere in any way with TALQUIN'S rights under this easement.

L.T. Engelke covenants that he is the fee simple owner of all of the above-described property.

IN WITNESS WHEREOF, L.T. Engelke has executed this Utility Easement this 19th day of September, 1979.

Signed, sealed and delivered 478537 in our presence as witnesses

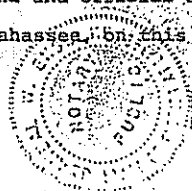
Joseph Engelke L.T. Engelke

RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA. IN THE BOOK & PAGE 941 OCT 4 1 34 PM 1979 AT THE TIME & DATE NOTED BY PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

STATE OF FLORIDA, COUNTY OF LEON.

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared L.T. Engelke, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforementioned, at Tallahassee, on this 19 day of Sept, 1979



Joseph F. Engelke Notary Public, State of Florida at Large My Commission Expires 1-9-82 My Commission Expires Jan. 9, 1982 Issued by American Fire & Casualty Company

BARRETT DAFFIN AND CARLAN INC ARCHITECTS ENGINEERS PLANNERS

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "D"

AUGUST 21, 1979

Exhibit "A"

Begin at the most Northerly Corner of Block "D" of Sunny Village, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 57, of the Public Records of Leon County, Florida, and run thence Southerly along the Westerly boundary of said Sunny Village as follows:

South 23 degrees 54 minutes 58 seconds West 678.07 feet;

Thence South 30 degrees 18 minutes 17 seconds East 137.51 feet to a point of curve to the right;

Thence Southerly along said curve with a radius of 2,939.83 feet; through a central angle of 08 degrees 18 minutes 25 seconds for an arc distance of 426.23 feet;

Thence North 15 degrees 37 minutes 33 seconds East 24.47 feet to a point on a curve concave to the Westerly;

Thence leaving the boundary of said subdivision, run Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 03 degrees 41 minutes 43 seconds for an arc distance of 190.58 feet (the chord of said arc being North 24 degrees 13 minutes 16 seconds West 190.54 feet);

Thence North 69 degrees 34 minutes 05 seconds East 47.77 feet;

Thence South 65 degrees 44 minutes 17 seconds East 108.21 feet to the Northerly right of way boundary of Easy Court;

Thence North 24 degrees 15 minutes 43 seconds East along said right of way boundary 15.00 feet;

Thence North 65 degrees 44 minutes 17 seconds West 114.37 feet;

Thence South 69 degrees 34 minutes 05 seconds West 55.45 feet to a point on a curve concave to the Westerly;

Thence Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 02 degrees 04 minutes 42 seconds for an arc distance of 107.18 feet (the chord of said arc being North 27 degrees 24 minutes 01 seconds West 107.17 feet);

Thence North 65 degrees 59 minutes 45 seconds East 147.90 feet to a point on the Westerly right of way boundary of Easy Street;

Thence North 42 degrees 57 minutes 52 seconds West along 4.37 feet to a point of curve to the right;

Thence Northerly along said right of way and said curve with a radius of 202.49 feet for an arc distance of 11.39 feet (the chord of said arc being North 41 degrees 21 minutes 11 seconds West 11.39 feet);


Thence South 65 degrees 59 minutes 45 seconds West 144.29 feet to a point on a curve concave to the Westerly;


Thence Northerly along said curve with a radius of 2,954.83 feet, through a central angle of 01 degrees 34 minutes 25 seconds for an arc distance of 81.15 feet (the chord of said arc being North 29 degrees 31 minutes 05 seconds West 81.14 feet);


SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "D"
AUGUST 21, 1979
PAGE TWO

OFF
REC 941 PAGE 1840

Thence North 30 degrees 18 minutes 17 seconds West 117.68 feet;
Thence South 84 degrees 58 minutes 19 seconds East 187.72 feet to a point on
a curve concave to the Easterly, said point also being on the Westerly right of
way boundary of Easy Street;
Thence Northerly along said right of way boundary and said curve with a
radius of 202.49 feet, through a central angle of 04 degrees 20 minutes 28 seconds
for an arc distance of 15.34 feet (the chord of said arc being North 07 degrees 02
minutes 06 seconds West 15.34 feet);
Thence North 84 degrees 58 minutes 19 seconds West 189.79 feet;
Thence North 23 degrees 54 minutes 58 seconds East 181.56 feet;
Thence South 63 degrees 18 minutes 44 seconds East 155.24 feet to the
Northwesterly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way
15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 155.96 feet;
Thence North 23 degrees 54 minutes 58 seconds East 141.17 feet;
Thence South 63 degrees 18 minutes 44 seconds East 162.79 feet to the North-
westerly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way
boundary 15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 163.52 feet;
Thence North 23 degrees 54 minutes 58 seconds East 141.17 feet;
Thence South 63 degrees 18 minutes 44 seconds East 170.34 feet to a point on
the Northwesterly right of way boundary of Easy Street;
Thence North 26 degrees 41 minutes 16 seconds East along said right of way
15.00 feet;
Thence North 63 degrees 18 minutes 44 seconds West 171.07 feet;
Thence North 23 degrees 54 minutes 58 seconds East 153.83 feet to a point on
the Southerly right of way boundary of Old Bainbridge Road (S.R. No. 157), said
point also being on a curve concave to the Northeasterly;
Thence Northwesterly along said right of way and said curve with a radius of
1,178.52 feet, through a central angle of 09 degrees 44 minutes 14 seconds for an
arc distance of 15.17 feet to the Point of Beginning.


Leland L. Burton, Jr.
Professional Land Surveyor
Florida Certificate No. 2509



By 
L. T. Engalke
President of
Sunny Development Corp. &
L. T. Engalke, Inc.

BARRETT DAFFIN AND CARLAN INC ARCHITECTS ENGINEERS PLANNERS

SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "C"

September 19, 1979

Exhibit "A"


Begin at the Southeast Corner (also the most Easterly corner) of Lot 16, Block "C" of Sunny Village, a subdivision as per map or plat thereof recorded in Plat Book 7, Page 57, of the Public Records of Leon County, Florida, and run thence

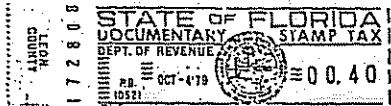
South 26 degrees 41 minutes 16 seconds West 388.71 feet;
 Thence South 84 degrees 35 minutes 05 seconds East 129.47 feet;
 Thence South 06 degrees 27 minutes 08 seconds East 173.25 feet to the Northerly right of way boundary of Easy Street;
 Thence South 69 degrees 48 minutes 31 seconds West along said right of way boundary 15.44 feet;
 Thence North 06 degrees 27 minutes 08 seconds West 164.74 feet;
 Thence North 84 degrees 35 minutes 05 seconds West 128.83 feet;
 Thence South 69 degrees 14 minutes 17 seconds West 36.36 feet;
 Thence South 20 degrees 45 minutes 43 seconds East 55.27 feet;
 Thence South 44 degrees 06 minutes 32 seconds West 173.45 feet to the Easterly right of way boundary of Easy Street;
 Thence North 42 degrees 57 minutes 32 seconds West along said right of way boundary 15.02 feet;
 Thence North 44 degrees 06 minutes 30 seconds East 163.15 feet;
 Thence North 20 degrees 45 minutes 43 seconds West 45.73 feet;
 Thence South 69 degrees 14 minutes 17 seconds West 41.80 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 125.30 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 118.71 feet;
 Thence North 69 degrees 14 minutes 17 seconds East 88.57 feet;
 Thence North 26 degrees 41 minutes 16 seconds East 75.75 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 178.60 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 178.60 feet;
 Thence North 26 degrees 41 minutes 16 seconds East 141.00 feet;
 Thence North 63 degrees 18 minutes 44 seconds West 178.60 feet to the South-easterly right of way boundary of Easy Street;
 Thence North 26 degrees 41 minutes 16 seconds East along said right of way boundary 15.00 feet;
 Thence South 63 degrees 18 minutes 44 seconds East 178.60 feet;

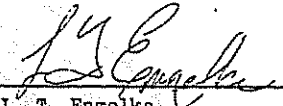
SUNNY VILLAGE
UTILITY EASEMENT IN BLOCK "C"
September 19, 1979
Page Two

REL 941 PAGE 1842

Thence North 26 degrees 41 minutes 16 seconds East 148.50 feet to the
Southerly right of way boundary of Old Bainbridge Road (S.R. No. 157);
Thence South 63 degrees 18 minutes 44 seconds East along said right of way
boundary 15.00 feet to the Point of Beginning.


Leland L. Burton, Jr.
Professional Land Surveyor
Florida Certificate No. 2400



By 
L. T. Engelke
President of
Sunny Development Corp. &
L. T. Engelke, Inc.