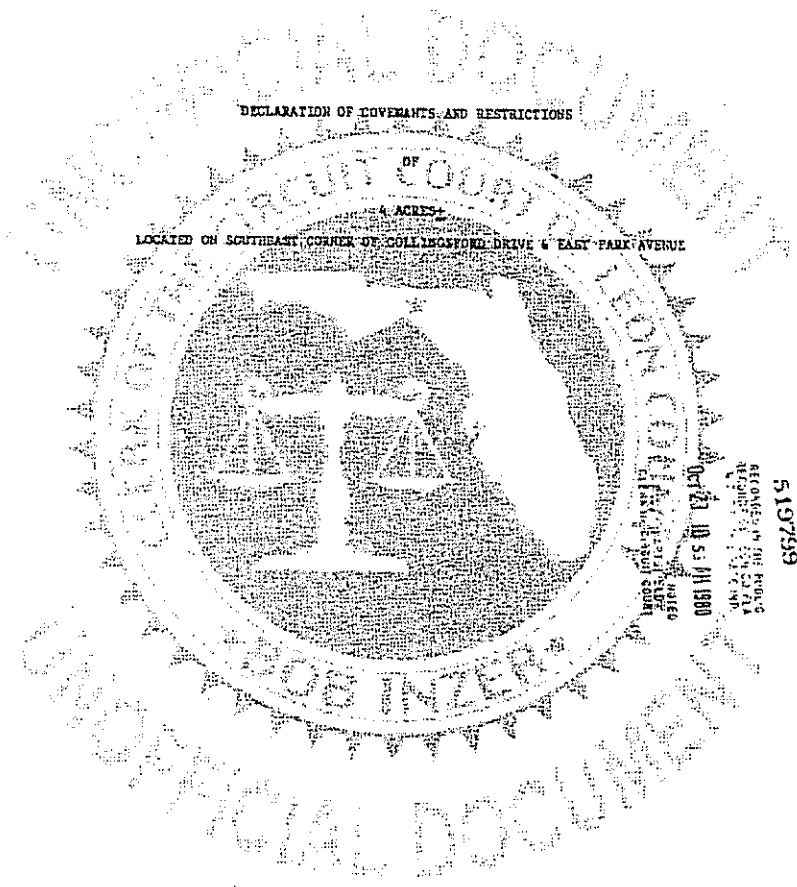


OFF 975 PAGE 455
REC



DECLARATION OF COVENANTS AND RESTRICTIONS

OF

4 ACRES

LOCATED ON SOUTHEAST CORNER OF COLLINGSFORD DRIVE & EAST PARK AVENUE

RECORDED IN THE PUBLIC
RECORDS OF THE COUNTY OF
SANTA CLARA
ON OCT 21 10 53 AM 1980
CLERK OF SUPERIOR COURT

519799

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA,
COUNTY OF LEGN:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, made and entered into on this 16th day of October, A.D., 1980, by James P. Burgess, an individual, hereinafter referred to as developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create thereon a Multifamily development of townhouses;

ARTICLE I
PROPERTY SUBJECT TO THIS 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:

Four Acres (+ or -) located on Southeast corner of Collingsford Drive and East Park Avenue. Property is 440 feet along Collingsford Drive and 396 feet along Park Avenue. Lot sizes and dimensions are as shown on plat of property.

ARTICLE II
GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owner of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to the 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 Owner on the records of the Developer at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to

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restrain violations or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE III
AMENDMENT OF DECLARATION OF COVENANTS
AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; and (c) to release any building plot free from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE IV
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforesaid Unit, as more particularly described in Article I hereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property nor shall any exterior addition to or change of elevation therein be made until the plans and specifications showing the nature, kind, shape, height, extension and location of the same shall have been submitted in duplicate and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of James P. Burgess and Olga M. Burgess. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land. Other members to be added to the Architectural Control Committee shall be appointed by the Developer.

ORIGINAL DOCUMENT

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Procedure. The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions 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. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval, a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VII
LAND USE AND BUILDING TYPE

No lot shall be used except for Multi-Family housing, not to exceed two stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The building and attached structures shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE VIII
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any lot at any time. Construction offices or storage buildings shall be allowed during construction only.

ARTICLE IX
BUILDING LOCATIONS

- (a) No building shall be located nearer than 5 feet to an interior lot line and must be at least 25 feet from an existing adjacent structure. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (b) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line.

(c) For the purposes of this covenant, 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 upon another lot.

ARTICLE X
EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwelling must be at least one-third (1/3) brick or stone masonry, unless specifically waived in writing by the Architectural Control Committee.

ARTICLE XI
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities, including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

ARTICLE XII
WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE XIII
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XIV
GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, papers, tires or rubbish, trash, garbage or other waste shall not be allowed to accumulate on the property and shall be kept in sanitary containers in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XV
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE XVI
MAIL BOXES

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No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to mail receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with mail receptacles attached to the residence.

ARTICLE XVII
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. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XVIII
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area and all improvements in it shall be maintained continuously by the developer, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIX
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 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.

ARTICLE XX
OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

ARTICLE XXI
NUISANCES

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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 or tend to damage or destroy either private or public property.

James P. Burgess
JAMES P. BURGESS
DEVELOPER

STATE OF FLORIDA,
COUNTY OF LEON:

Before me personally appeared James P. Burgess, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 16th day of October, 1980.

Charlotte R. Jones
NOTARY PUBLIC



My Commission Expires 7-14-83
Notary Public, State of Florida
My Commission Expires 7-14-1983

DR1046PC1192

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

599505
RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
NOV 29 3 19 PM 1982
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
) SS.
COUNTY OF LEON)

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to the Declaration of Covenants and Restrictions heretofore made and entered into on the 16th day of October, 1980, recorded in Official Records Book 975, at Page 455, of the Public Records of Leon County, Florida, is executed and entered into on this 29th day of November, A.D., 1982, by JAMES P. BURGESS, hereinafter referred to as "Developer", for the purpose of including an additional article, pursuant to the Homeowners Association of said Covenants and Restrictions;

W I T N E S S E T H :

NOW, THEREFORE, the Developer hereby, in accordance with the power and authority conveyed to it by virtue of Article III of the Declaration of Covenants and Restrictions as recorded in Official Records Book 975, at Page 455 of the Public Records of Leon County, Florida, does hereby add the following:

ARTICLE XXII
HOMEOWNER'S ASSOCIATION

There shall be a Homeowners Association with elected officers of not less than a President, Secretary and Treasurer. The developer shall act in lieu of the Homeowners Association until January 1, 1983, and shall be responsible for any road or retention facility maintenance until October 1, 1983, at his expense.

The duties of the Homeowners Association will be to insure proper maintenance of the private roads and retention facilities beginning October 1, 1983. Each individual lot owner will deposit \$35.00 annually with the Association to establish a fund for any maintenance that may be required.

The developer will be assessed on a per lot basis for any lots remaining in his ownership on October 1, 1983, at the rate of \$30.00 per individual lot. This fee is applicable to each and every unit erected on the property, whether built for sale or as rental units. Each lot owner shall have one vote for each lot owned. In the case of undeveloped lots, the owner shall be assessed as per the basic lots. In other words, a 100' x 110' lot would be designated as having four (4) individual lots and shall be assessed as such a 75' x 110' lot would be designated as having three (3) individual lots and shall be so assessed.

The owner of any lot by acceptance of a deed, therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant

and agree to pay to the association: **DR10467C1193**

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein-after provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as herein-after 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

James P. Burgess
JAMES P. BURGESS
DEVELOPER

STATE OF FLORIDA,
COUNTY OF LEON:

Before me personally appeared James P. Burgess, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of November, 1982.



Charles R. Hodson
NOTARY PUBLIC

9-14-83

My Commission Expires:

Notary Public, State of Florida at Large,
My Commission Expires Sept. 14, 1983.

OR1511P0922

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF 4 ACRES + LOCATED ON SOUTHEAST CORNER OF COLLINGSFORD DRIVE
AND EAST PARK AVENUE

THIS AMENDMENT to the Declaration of Covenants and Restrictions is made this 28 day of September, 1990 by JAMES P. BURGESS, DEVELOPER, hereinafter referred to as "Declarant".

WITNESSETH:

The Declaration of Covenants and Restrictions of 4 Acres + Located on Southeast Corner of Collingsford Drive and East Park Avenue recorded in Official Records Book 975 at Page 455 of the Public Records of Leon, County is amended as follows:

1. Reflect that the following sentence shall be added to the end of ARTICLE II GENERAL PROVISIONS, Section 3. Enforcement.:

Each lot owner is empowered to enforce the covenants and restrictions herein.

2. ARTICLE III AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS shall read as follows:

The approval of at least 2/3 of the lot owners is required (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto).

3. ARTICLE IV ADDITIONAL COVENANTS AND RESTRICTIONS shall read as follows:

Approval of at least 2/3 of the lot owners is required to impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in Article I hereof.

4. The following provisions shall be added to the end of ARTICLE XXII HOMEOWNER'S ASSOCIATION:

(3) The failure to pay assessments does not constitute a default under an insured mortgage.

(4) The lien of any assessment is subordinate to the lien of any first mortgage.

Prepared by:

Sueann S. Thompson
1530 Metropolitan Blvd.
Tallahassee, FL 32308

RECORDED BY THE PUBLIC
OFFICE OF COUNTY CLERK
AUG 22 2 51 PM '91
CLERK OF COUNTY COURT

1085243

5. ARTICLE XXIII COMMON AREA shall be added to the Declaration of Covenants and Restrictions and shall read as follows:

Section 1. Right and Easement of Enjoyment. Every owner has a right and easement of enjoyment to the common area, which is appurtenant to the title of the lot.

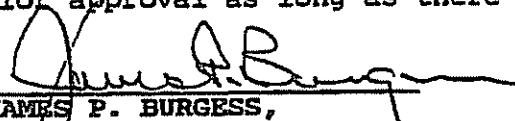
Section 2. Mortgage/Conveyance. The common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer).

Section 3. Ingress or Egress. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

Section 4. Liability for Damage to Common Area or Lots in Planned Unit Development. Absolute liability shall not be imposed on lot owners for damage to common area or lots in Planned Unit Development.

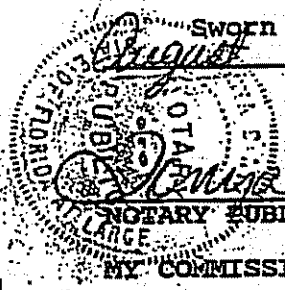
6. ARTICLE XXIV HUD/VA PRIOR APPROVAL shall be added to the Declaration of Covenants and Restrictions and shall read as follows:


The annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants and Restrictions shall require HUD/VA prior approval as long as there is a Class B membership


JAMES P. BURGESS,
DEVELOPER

STATE OF FLORIDA
COUNTY OF LEON

Sworn to and subscribed before me this 6 day of August, 1990.




NOTARY PUBLIC
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 18, 1991
BONDED THRU GENERAL INS. UND.