

SILVER THORN RIDGE

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GEORGE C. PARKER, hereinafter referred to as "Declarant."

W I T N E S S E T H:

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

A tract of land situate in Section 27, Township 1 North, Range 1 West, Leon County, Florida and more particularly described as follows:

Begin at an iron pipe marking the Southwest corner of Lot 14, Block "A" of University Heights as recorded in Plat Book 3, Page 32 of the Public Records of Leon County, Florida, and run North 89 degrees 35 minutes 30 seconds West along the North boundary of the second tract described in Zoning Ordinance No. 72-0-1249, Leon County, Florida, a distance of 184.82 feet to a concrete monument on the East boundary of Lot 11 of Buena Vista as recorded in Plat Book 3, Page 28 of the Public Records of Leon County, Florida, thence North 00 degrees 01 minutes 42 seconds East along the East boundary of said Buena Vista a distance of 696.57 feet to a concrete monument (formerly an iron pipe) marking the Northeast corner of Lot 2 of said Buena Vista, thence South 89 degrees 58 minutes 14 seconds East along the South boundary of property described in Official Records Book 383, Pages 89 and 90 of the Public Records of Leon County, Florida, a distance of 179.58 feet to an iron pipe on the West boundary of Lot 4, Block "A" of said University Heights, thence South 00 degrees 24 minutes 07 seconds East along the West boundary of said Block "A" a distance of 697.81 feet to the POINT OF BEGINNING.

Said property has been divided into building sites for 16 duplexes that will in turn be divided into 32 separate parcels each containing a single dwelling unit consisting of one unit of each duplex.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties

THIS INSTRUMENT PREPARED BY
ROBERT C. PARKER, JR.
PARKER & PARKER
ATTORNEYS AT LAW
411 NORTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32301

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RECORDS OF LEON COUNTY, FLA.
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CLERK OF LEON COUNTY

having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any duplex building site (hereinafter called "site"), or to the land and improvements upon which one of the two duplex dwellings is located (hereinafter referred to as "Lot"), which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Association" shall mean and refer to Silver Thorn Ridge Homeowners Association, Inc., a non-profit corporation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be conveyed to or brought within the jurisdiction of the Association.

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

Section 5. "Site" shall mean and refer to one of the 16 building sites shown upon the map of the properties upon which shall be located the 16 duplexes.

Section 6. "Lot" shall mean and refer to any plot of land upon which is located one of the two single-family dwelling units contained in each duplex.

Section 7. "Declarant" shall mean and refer to GEORGE C. PARKER, his successors, and assigns.

Section 8. "Board of Directors" shall mean the duly elected and acting Board of Directors of the Silver Thorn Ridge Homeowners Association, Inc., a non-profit corporation,

to be established to provide for maintenance of the roadway and other common properties, and enforcement of these covenants, conditions and restrictions.

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ARTICLE II

USE RESTRICTIONS

Section 1. Residential only. No site or lot shall be used except for residential purposes.

Section 2. Conformance with zoning. All structures constructed on a site shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the site in conformance with its requirements.

Section 3. Temporary residence prohibited; parking. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn, or other outbuildings shall be used on any site or lot at any time as a residence either temporarily or permanently. Boats, trailers, campers, or other vehicles except owners' automobiles shall not be permanently parked or stored on a lot unless written authorization is obtained from the Board of Directors. Such authorization shall be based on a determination by the Board that the parking does not unduly detract from the overall appearance of the Properties or constitute a nuisance to adjoining or nearby lot owners. No vehicles shall be permanently parked on the private roadway on the property.

Section 4. The floor area of each dwelling unit exclusive of porches, garages, carports, and patios shall not be less than 850 square feet of heated and/or cooled area.

Section 5. Nuisances. No noxious or offensive activity, including without limitation the playing of loud music, shall be carried on upon any lot. Nothing shall be done on any lot that may be or may become an annoyance or nuisance to the owners of other property subject to these covenants or to

any other adjacent property owner.

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Section 6. Animals Prohibited. 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 purposes.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales of such building.

Section 8. Rubbish. No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the Board of Directors. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from a street.

Section 9. Easements.

(a) Easements for the private road serving the property and for installation and maintenance of utilities and drainage facilities are reserved within the road and general utility easement described in the deed to each site.

(b) An easement four feet (4') in width adjacent to the perimeter of the property is reserved on all sites adjoining the perimeter for construction and maintenance of the perimeter fence that encloses the property.

(c) Because of the placement of each duplex on a building site and the resulting configuration of the lot for each separate dwelling unit in each duplex, water, sewer, electric and other utility lines for one dwelling unit of a duplex may be placed within the boundaries of the lot upon which the adjoining duplex is located. There is hereby

imposed, therefore, upon each duplex lot, an easement reciprocal in nature, running from the owner of each duplex dwelling unit and lot to the owner of the adjacent attached duplex unit and lot, and to the owner's agents, employees, and licensees, for all utility pipes, lines and equipment located upon a lot that serves the attached adjacent duplex dwelling unit, together with an easement for the maintenance and repair of said utility lines and equipment. This easement shall permit reasonable entry onto the adjacent lot for access to said utility lines and equipment, and shall be used only for such periods of time as shall be required to perform such repairs and maintenance. The owner making use of such easement shall restore the property over or under which the easement passes to its condition prior to the performance of maintenance or repairs to said utilities as soon as practicable after the completion of such repairs or maintenance. Any damages attributable to use of the easement created herein shall be the responsibility of the lot owner making use of said easement and right of access provided hereby.

Section 10. No business conducted. No business other than arts, crafts, or professions operated solely by family members occupying the residence shall be conducted on any lot.

Section 11. Minerals. No gas, oil, mineral, quarry, or gravel operations shall be permitted on any lot or common property.

Section 12. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material 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 in writing by the Board of Directors. If the United States Postal Service makes delivery to wall receptacles attached to the residence, each

property owner shall install and use wall receptacles attached to the residence for all mail deliveries. All owners shall use a common mailbox facility if one is provided.

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ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner and the Declarant, so long as he owns any of the properties or any adjoining property, shall have a right and easement of enjoyment in and to the Common Area, if any, which easement shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of the members of the Association and by the Declarant as long as he is the owner of any lot or any interest in the common area to be dedicated, and has been recorded.

ARTICLE IV

MEMBERSHIP AND VOTING

Section 1. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Votes. Every owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners determine but in no event shall more than one vote be cast for each lot.

Section 3. Exercise of voting rights. All voting rights in the Association shall reside with Declarant for a period of three (3) years, or until Declarant or a business entity in which Declarant is the owner of at least a majority interest

("related business entity"), has conveyed title to all lots within the subject property, whichever event first occurs; provided, however, that all members shall have the right to vote on the approval required in paragraphs 3 and 4 of Article V, and as long as Declarant exercises all voting rights, prior written approval of the Federal Housing Administration and Veterans Administration, if either has any interest in any portion of the property as a lienholder, fee simple owner or otherwise, shall be required for any proposed annexation, merger, consolidation, mortgaging or dedication of the common area, dissolution, or amendment of the Association's By-Laws or Articles of Incorporation.

Section 4. Additional Properties. If additional properties are added at any time, membership shall be apportioned according to the above formula as though the additional property was originally part of the whole.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) special assessments for capital improvements; and (3) limited special assessments for maintenance as described below; such assessments to be established and collected as hereinafter provided. The annual, special, and limited special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall

not pass to the Owner's successors unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to: (a) maintain or improve the road providing access to the lots; (b) maintain the perimeter fence surrounding the property, the storm water drainage system (including holding pond) serving the property, the easement providing access to the property, utility, drainage or other easements including utility trench lines, and any common areas or easements appurtenant to the property or conveyed to the Association; (c) pay for any common utilities (such as street lights), and maintain or improve them; (d) maintain the grounds and exterior of the dwellings located on the property as provided below; and (e) promote the health, safety, and welfare of the residents of the property.

Section 3. Amount of Assessment.

(a) Until September 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be \$150 per Lot.

(b) From and after September 1 of the year immediately following the conveyance of the first lot to an owner, the annual assessment shall be set by the Board of Directors. The Board may increase the assessment each year, but not by more than ten percent (10%) of the previous year's assessment without the approval of two-thirds (2/3) of the members who vote in person or by proxy at a meeting duly called for such purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who vote in person or by proxy at a meeting duly called for this purpose.

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Section 5. Limited Special Assessment for Maintenance of Buildings and Grounds. The owner of each dwelling unit shall maintain the exterior of his dwelling unit and the lot upon which it is situated, in good, neat and orderly condition. In the event an owner fails to maintain the exterior of his dwelling unit and the grounds in such condition, the Board of Directors, within its discretion, may notify the owner that he is not in compliance with this covenant, and that the owner shall have a period of time, which shall not be less than sixty (60) days, to bring the premises into compliance with this covenant. Upon the owner's failure to do so, the Board is hereby given the power to perform such improvements or maintenance as shall be required within the Board's discretion to bring the dwelling unit or the grounds of the lot upon which it is situated into compliance with this covenant, and to charge the cost of same to the owner. This charge shall constitute a special assessment lien against the owner's property. The Board shall have all of the powers provided in these covenants and in the Association's By-Laws and Articles of Incorporation to collect same.

Section 6. Notice and Quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of the votes shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of that lot to an owner other than

Declarant or a related business entity. The first annual assessment shall be adjusted according to the number of months remaining in the annual assessment period. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE VI

PARTY WALLS

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Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the duplexes upon the Properties and placed on the dividing line between the lot, shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the dwelling units on either side of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either owner may restore it. The other Owner thereafter shall contribute his share of the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from the other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the shareholders.

ARTICLE VII

ARCHITECTURAL CONTROL

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No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

ARTICLE VIII

DAMAGE REPAIR

Each lot owner shall in the event their unit is damaged or destroyed by fire or other casualty, repair or rebuild same to its original condition within a reasonable time.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The prevailing party in any such action shall be

entitled to recover, in addition to costs and disbursements allowed by the court, such sum as the Court may adjudge to be reasonable for the services of its attorney.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which they they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. A common Area or additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the members voting by proxy or in person at a duly called meeting. Notwithstanding the foregoing, the Declarant may annex adjoining property so long as it meets the requirements of the Tallahassee-Leon County Planning Department at any time.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 16th day of August, 1984.

WITNESSES:

Robert C. Barber Jr.
Deborah Ann Nelson

DECLARANT:

George C. Parker (SEAL)
GEORGE C. PARKER

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 acknowledgments, personally appeared GEORGE C. PARKER,
to me known to be the person described in and who executed
the foregoing instrument and acknowledged before me that he
executed the same for the uses and purposes set forth.

WITNESS my hand and official seal in the State and
County last aforesaid this 16th day of August,
1984.

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Delilah Ann Wilson
NOTARY PUBLIC

My Commission Expires: 3-1-85

