

THUNDER HILL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by A.B. TAFF and SONS, INC., a Florida Corporation, hereinafter referred to as "Declarant".

RECORDED IN THE PUBLIC OFFICE OF FLA. 736133
OCT 11 11 04 AM '95
F. HANSEN
CLERK OF CIRCUIT COURT

WITNESSETH:

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

Commence at the Southeast corner of Section 9, Township 1 South, Range 2 East, Leon County, Florida and thence run South 89 degrees 52 minutes 58 seconds West along the South boundary of said Section 9 a distance of 2199.82 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 52 minutes 58 seconds West along said South boundary 1330.73 feet to a concrete monument on the Easterly right of way of Louvinia Drive; thence run Northerly along said Easterly right of way along a curve to the left having a radius of 1185.90 feet for an arc distance of 580.42 feet (chord North 07 degrees 53 minutes 32 seconds West 574.65 feet) to a concrete monument; thence run North 20 degrees 15 minutes 48 seconds West along said Easterly right of way of Louvinia Drive 34.87 feet; thence run South 89 degrees 51 minutes 29 seconds East along the Southerly boundary of Meadow Lane (unrecorded) 736.11 feet to a concrete monument; thence run North 89 degrees 49 minutes 13 seconds East 590.17 feet to a concrete monument; thence run South 00 degrees 07 minutes 02 seconds East 289.23 feet to a concrete monument; thence run North 89 degrees 52 minutes 58 seconds East 94.21 feet to a concrete monument; thence run South 00 degrees 07 minutes 02 seconds East 310.18 feet to the POINT OF BEGINNING; containing 17.95 acres, more or less.

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

Section 3. "Lot" shall mean any parcel or tract of land subject to ownership in fee simple located within the Properties.

Section 4. "Declarant" shall mean and refer to A.B. TAFF and SONS, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II -- USE RESTRICTIONS

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

Section 2. Mobile and Modular Homes shall not be allowed on any lot within the Properties. Permanent homes shall not be moved onto any lot within the Properties.

Section 3. Dwelling Quantity and Size. The main structure, exclusive of porches, garages, carports, and patios shall be not less than 1300 square feet of heated and cooled living area and shall be completed in accordance with plans and specifications approved by the Architectural Control Committee. When the construction of any building has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof and shall be completed within eight months after the start of the first construction. Each dwelling unit shall have a functional two car carport or two car garage which shall face either a side lot line or the rear lot line and which shall be screened on the sides which are visible from the street which runs in front of the property in such a manner that objects located within the carport or garage shall be obscured from view from the street. All driveways shall be constructed of concrete or "hot mix" asphalt or other substance as may be approved by the Architectural Control Committee.

Section 4. No lot shall be subdivided.

Section 5. Building Location. No building shall be located on any lot nearer than 60 feet to any roadway easement nor nearer than 15 feet to any interior lot line.

Section 6. Utility Connections - Television Antennas - Satellite Receiving Stations. All connections for utilities to dwellings or other structures on the lots shall be underground from the proper connecting points to the structure. No television antenna or tower shall be erected at a height in excess of 100 feet, nor shall satellite receiving stations be placed closer than 75 feet to a roadway easement. Satellite receiving stations must be of construction other than fiberglass.

Section 7. Animals. There shall be no animals kept or maintained on the properties other than dogs, cats, or other household pets.

Section 8. Nuisances. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done on it that may be or may become an annoyance or nuisance to property owners. All lot owners shall keep their lots mowed and maintained regularly.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales.

Section 10. Rubbish. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition. Inoperative vehicles shall be stored in such a manner that they are not visible from the street.

Section 11. No Business Conducted. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

Section 12. Minerals. No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

Section 13. Storm Drainage Facilities. No individual lot owner, or their guests or invitees shall in any manner interfere with the storm drainage facilities in the project. Specifically such facilities which are not to be interfered with shall include, but not be limited to, swales, ditches, culverts and retention ponds as well as any vegetative cover thereon, headwalls, energy absorption devices or other appurtenances to those storm drainage facilities.

Section 14. Compliance with Local Ordinances. All structures constructed on a lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the lot in conformance with it's requirements.

ARTICLE III -- ARCHITECTURAL CONTROL

No building shall be commenced, erected or maintained upon the Properties 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 an architectural control committee appointed initially by the Declarant but which may be changed by a majority vote of the lot owners within the Properties. In the event said committee, fails to approve or disapprove such design and location within 14 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 fully complied with.

ARTICLE IV -- GENERAL PROVISIONS OR1180PC 241

Section 1. Enforcement. 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 an 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 such costs and attorney fees as are reasonably incurred in such action.

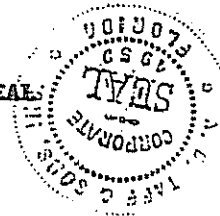
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. These covenants shall remain in full force and effect until January 1, 2030 unless amended by a positive vote of ALL lot Owners within the Properties, and agreed to by the Declarant should the Declarant no longer be a lot Owner. After January 1, 2030, they may be amended by a majority vote of lot Owners. These Covenants may be amended in whole or in part for minor changes upon a majority vote of lot Owners within the Properties. Any amendment must be recorded in the public records of Leon County and shall refer back to the official record book and page number at which these original covenants are recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties by the Declarant upon the filing in the public records of Leon County a legal description of the new tract of land together with a statement executed by the Declarant stating that the particular piece of property is hereby made subject to these covenants and restrictions, other provisions of these covenants notwithstanding.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and official seal this 11 day of October, 1985

CORPORATE SEAL:



WITNESSES:

A.B. TAFF and SONS, INC.

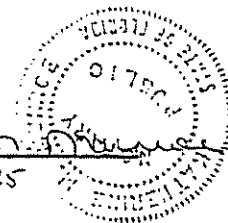
Robert A. Campbell, Jr.
Katherine M. Mumma

BY: [Signature]
PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11 day of October, 1985

Katherine M. Mumma
Expires 11-14-85



PREPARED BY: Robert A. Campbell, Jr. 4592 Louvinia Ct., Tallahassee, Fla. 32301

THUNDER HILL

OR1192PC1629

**MODIFICATION TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

This modification, made on the date hereinafter set forth, to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for THUNDER HILL recorded in Official Records Book 1180, Page 239, of the Public Records of Leon County, Florida, hereinafter referred to as the "Covenants", by A. B. TAFF & SONS, INC., a Florida Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant wishes to make minor modifications to said Covenants.

NOW, THEREFORE, Declarant declares that Sections 3 and 4 of Article II of said Covenants shall be modified to read as follows:

Section 3. Dwelling Quantity and Size. The main structure, exclusive of porches, garages, carports, and patios shall be not less than 1500 square feet of heated and cooled living area and shall be completed in accordance with plans and specifications approved by the Architectural Control Committee. When the construction of any building has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof and shall be completed within eight months after the start of the first construction. Each dwelling unit shall have a functional two car carport or two car garage which shall face either a side lot line or the rear lot line and which shall be screened on the sides which are visible from the street which runs in front of the property in such a manner that objects located within the carport or garage shall be obscured from view from the street. Driveways to homes in Thunder Hill shall be constructed of concrete or "hot mix" asphalt or other substance as may be approved by the Architectural Control Committee.

Section 4. No lot shall be subdivided for the purpose of creating 2 or more residential lots.


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 15 day of January, 1986.

Signed, sealed, and delivered in the presence of:
[Signature]
[Signature]

A. B. TAFF & SONS, INC.
BY: [Signature]
at **A. B. TAFF, JR.**
PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15 day of January, 1986.

748975
RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.
JAN 27 2 36 PM '86
PAUL S. HARTFORD
CLERK OF COUNTY COURT

[Signature]
Notary Public, State of Florida



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 RECORDED IN
 PUBLIC RECORDS LEON COUNTY FL
 BOOK: R2214 PAGE: 01461
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 DAVID LANG, CLERK OF COURTS
 BK: R2214 PG: 01461

DEPARTMENT OF GROWTH AND ENVIRONMENTAL MANAGEMENT
 AFFIDAVIT FOR BOUNDARY SETTLEMENT

This affidavit certifies that the parcels identified in the official records of the Clerk of the Circuit Court of Leon County, Florida, as Thunder Hill Unit 1 Lot 7 Block B OR 1666/2232
 (and) Thunder Hill Unit 1 Lot 8 Block B OR 1666/2233 (and)
Thunder Hill Unit 1 Lot 9 Block B OR 1196/1956
 are owned by Steven H. Bailey (and)
Richard & Susanna Peterson
 (and) _____ are hereby granted an exception from the platting or replatting requirements of the Leon County Subdivision and Site and Development Plan Regulations, as set forth in the Leon County Code of Laws.

This exception allows the conveyance between the adjoining parcel owners identified for the purpose of a boundary settlement. The above identified property owners agree, acknowledge, and represent that the sole purpose of the conveyance is to adjust or settle the common boundary line between the said above-referenced properties; and, the reason for such purpose is, as stated in the conveyance instrument Recorded Deeds; and, the resulting parcels lawfully allow the construction of at least one single dwelling unity on each resulting parcel, pursuant to the 2010 instrument of conveyance Comprehensive Plan and other County Ordinances. This affidavit only satisfies the processing procedures of the Leon County Subdivision and Site and Development Plan Regulations. This exception DOES NOT waive nor denote compliance with any other applicable Comprehensive Plan requirements, land use, or land development regulations, including, but not limited to environmental requirements and zoning regulations.

The property owner(s) further hereby agree that this document shall be recorded in the public records of Leon County, Florida, and shall serve as a covenant running with the land as to all parcels described herein, and shall be applicable to and binding upon the property owner(s)' successors in title, grantees, heirs, and assigns. The property owners hereby acknowledge that the filing of this affidavit does not ensure the ability to develop any of the above identified parcels.

Dated this 8th day of January, 1999.

Growth and Environmental Management:

[Signature]
 Signature
Luis N. Serna
 Print Name and Title Review Administrator

Witness:

[Signature]
 Signature
J. Timothy Sheu Land Use
 Print Name and Title Planner

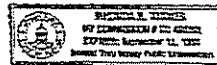
STATE OF FLORIDA
 LEON COUNTY

The foregoing instrument was acknowledged before me this 8th day of January, 1999, by Luis N. Serna, who is personally known to me and did not take an oath.

[Signature]
 Approved and Signed
[Signature]
 County Attorney

[Signature]
 Signature of Notary/Deputy Clerk
Rhonda B. Tucker
 Type or Print Name

Continuation on Page 2 for Property Owners Signatures
 Revised 6/12/97





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DAVE LANG, CLERK OF COURTS

Page 3 Continuation of Affidavit for Boundary Settlement

Property Owners Name: Steven H. Bailey, Richard & Susanna Patterson
Parcel No. 32-05-12-6-007-0, 32-05-12-6-008-0; 32-05-12-6-009-0

Property Owners (1):

Steven H. Bailey Steven H. Bailey
Signature/Print Name

Signature/Print Name

Witnesses (1):

KBBek: KBBEUIS
Signature/Print Name

Signature/Print Name

Property Owners (2):

Richard Patterson Richard Patterson
Signature/Print Name

Susanna G. Patterson
Signature/Print Name

SUSANNA G. PATTERSON

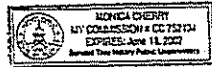
Witnesses (2):

KBBek: KBBEUIS
Signature/Print Name

KBBek: KBBEUIS
Signature/Print Name

STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this 20th day of January,
1999, by Steve Bailey, Richard Patterson and Susanna Patterson
who is/are personally known to me or who has/have produced
as identification and who did (did not) take an oath.



Monica Cherry
Signature of Notary/Deputy Clerk

Monica Cherry
Type or Print Name

This instrument prepared by the Leon County Department of Growth and Environmental
Management under the supervision of
Herbert W. A. Thiele, Esq., County Attorney, Leon County Courthouse, Tallahassee, FL 32301