

This Instrument Prepared by and Return to:
Aaron R. Holloway, Esq.

Address: AUSLEY & MCMULLEN, P.A.
227 South Calhoun Street
Tallahassee, Florida 32301

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TOWNSHIP ONE NORTH**

THE MEMBERS OF TOWNSHIP ONE NORTH HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), by this instrument hereby amend the Declaration of Covenants, Conditions and Restrictions of Township One North, recorded in O.R. Book 1267, Page 0121 of the Public Records of Leon County, Florida (the "Declaration"). The following Amendment shall be covenants running with the land, binding upon the Members of the Association, Lot Owners, their heirs, personal representatives, assigns and successors, and all persons claiming any right, title or interest in the land, and all subsequent purchasers of land within the Township One North Subdivision, or any portion thereof, their heirs, personal representatives, successors and assigns.

WITNESSETH:

WHEREAS, Declarant, Willis Builders, Inc., executed and caused to be recorded the Declaration in Official Records Book 1267, Page 0121 of the Public Records of Leon County, Florida; and

WHEREAS, the Declaration provides in pertinent part that the 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

WHEREAS, less than twenty (20) years have passed since the Declaration was recorded; and

WHEREAS, more than ninety percent (90%) of the lot owners desire to amend the Declaration in the manner set forth below;

NOW, THEREFORE, Willis Builders, Inc., Willis Land Company and Carole Ann Willis, collectively owning ninety-seven and one-half percent (97.5%) of the lots in the Township One North Subdivision, by execution of this document hereby amend the Declaration and agree as follows:

1. ARTICLE IV, Section 3, shall be and is amended to read as follows:

Beginning January 1, 2006, the maximum annual assessment shall be \$900.00 per lot.

Amendment to Declaration of Covenants, Conditions and
Restrictions of Township One North
Page 1 of 3

(a) The maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

2. ARTICLE IV, Section 5, shall be and is amended to read as follows:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Willis Builders, Inc., Willis Land Company, Inc., and Carole Willis, individually, have caused this Amendment to Declaration of Covenants, Conditions and Restrictions of Township One North executed as of the 30th day of December, 2005.

WITNESSES:

Christine A. Vause
First Witness

Christine A. Vause
Print or Type Name

Mary E. Dyal
Second Witness

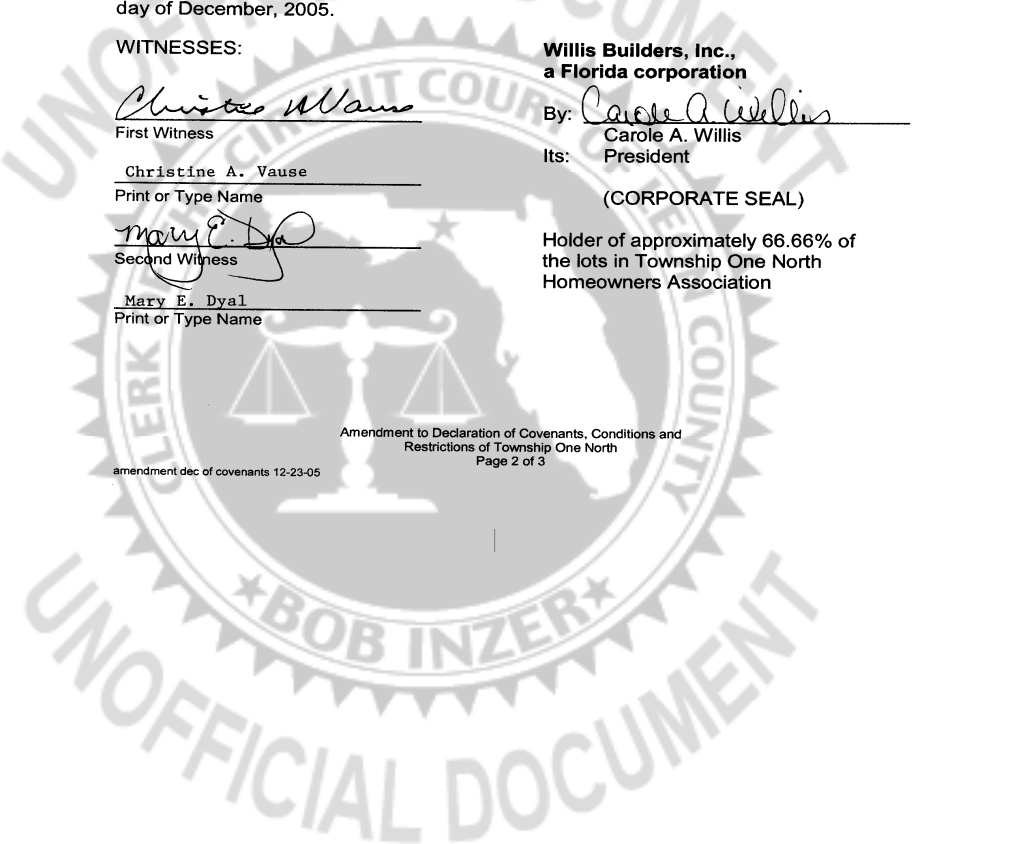
Mary E. Dyal
Print or Type Name

**Willis Builders, Inc.,
a Florida corporation**

By: Carole A. Willis
Carole A. Willis
Its: President

(CORPORATE SEAL)

Holder of approximately 66.66% of
the lots in Township One North
Homeowners Association



Christine A. Vause
First Witness

Christine A. Vause

Print or Type Name

Mary E. Dyal
Second Witness

Mary E. Dyal

Print or Type Name

Christine A. Vause
First Witness

Christine A. Vause

Print or Type Name

Mary E. Dyal
Second Witness

Mary E. Dyal

Print or Type Name

**Willis Land Company,
a Florida corporation**

By: Carole A. Willis
Carole A. Willis
Its: President

(CORPORATE SEAL)

Holder of approximately 28.21% of
the lots in Township One North
Homeowners Association

Carole A. Willis
Carole A. Willis, Individually

Holder of approximately 2.56% of
the lots in Township One North
Homeowners Association

STATE OF FLORIDA
COUNTY OF LEON

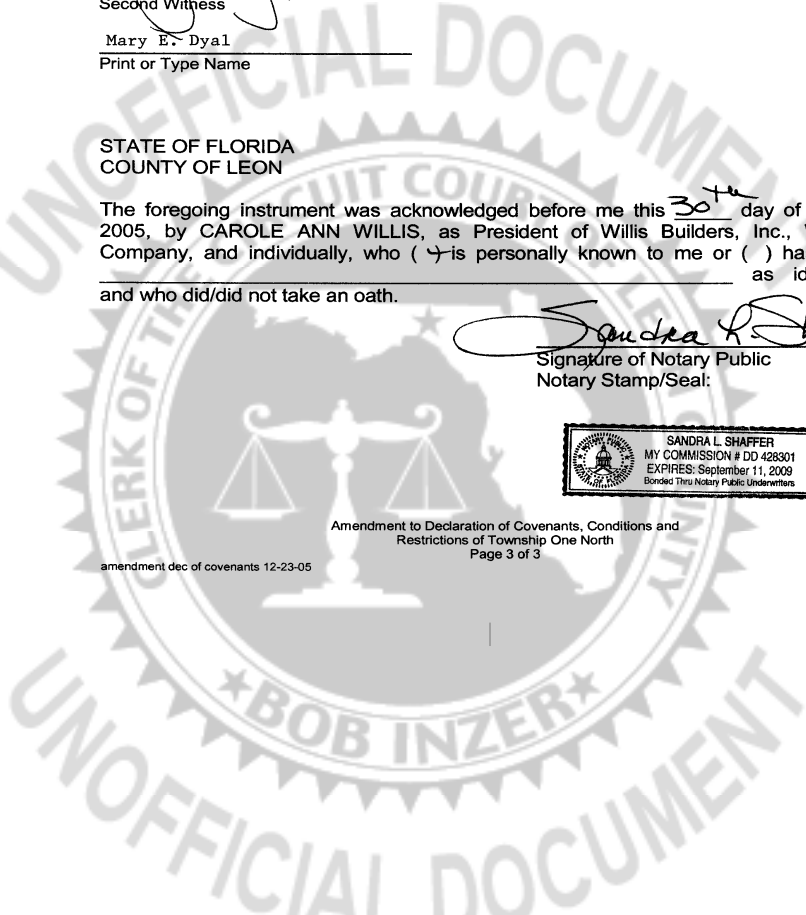
The foregoing instrument was acknowledged before me this 30th day of December, 2005, by CAROLE ANN WILLIS, as President of Willis Builders, Inc., Willis Land Company, and individually, who () is personally known to me or () has produced _____ as identification, and who did/did not take an oath.

Sandra L. Shaffer
Signature of Notary Public
Notary Stamp/Seal:



Amendment to Declaration of Covenants, Conditions and
Restrictions of Township One North
Page 3 of 3

amendment dec of covenants 12-23-05



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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 signed by 2/3rds of each class of members has been recorded).

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

ARTICLE IV

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 therefor, 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, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and 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 person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 180.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

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 votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. 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 Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Method of Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in

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the calendar year. 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 8. 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 fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. 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 non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the 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 or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties

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owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

Section 1. Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Ingress, Egress and Utilities. The Declarant hereby reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for pedestrian walkways, drainage, utilities, ingress and egress over, across and under the property depicted as easement areas on Exhibit "A" attached hereto and by reference made a part hereof. Within these easements, no structure planting or other material, which may interfere with the use and purpose of the easement, shall be placed or permitted to remain.

Section 3. Additional Easement for Utilities Serving More Than One Dwelling. The Declarant further reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for utility purposes over, across, under and through any portion of the Properties upon which attached dwellings are constructed for utility services; provided, however, that such easements through attached dwellings shall be according to the

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plans and specifications or as the dwellings are actually constructed. Whenever utility lines or connections are installed within any Lot, and such lines or connections serve another Lot, the Owner of the Lot being served by such lines or connections shall have the right and is hereby granted an easement to enter upon the Lot on which the lines or connections are located to install, repair, replace and maintain such connections or lines as and when necessary. The Owner of a Lot being served by utility lines or connections serving more than one Lot shall be entitled to the full use and enjoyment of such portions of such lines and connections as service his Lot.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.

ARTICLE VII

ARCHITECTURAL CONTROL

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 exterior design and location in relation to surrounding structures and topography by the Board of Directors of the

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Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any repairs or maintenance which will result in a material alteration of the exterior appearance of a residence (including, but not limited to, a change in the color of the exterior paint or stain) shall require prior approval of the Board or its architectural committee. 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 fully complied with.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, 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 by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonably necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a

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larger contribution from the others 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 act 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 any 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 made by a majority of all the arbitrators.

ARTICLE IX
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.

ARTICLE X
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XI
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 to advertise the property for sale or lease.

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ARTICLE XII

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.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of any Lot unless such installation and the size and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

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 installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

GARAGE AND PARKING RESTRICTIONS

No Owner of a Lot shall park, store, or keep any vehicle except wholly within the driveway or attached garage located upon the Lot. No Owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle except wholly within the attached garage. Notwithstanding the foregoing, the Declarant may keep one of the Lots vacant and use the Lot for the purpose of providing storage for boats, campers and recreational trailers and vehicles owned and regularly used by the Lot Owners or convey the Lot to the Association for such purposes. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except wholly within the attached garage or for emergency repairs (and then only to the extent necessary to enable movement thereof to the attached garage or a proper repair facility). All garages shall be equipped with a garage door which shall remain closed at all times the garage is not in use.

ARTICLE XVII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions,

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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.

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 time 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. Notwithstanding the foregoing, the Declarant may amend the description of the Lots, as defined in Exhibit "A," without the consent of members, provided that the FHA and the VA approve any such amendment and the Amendment does not affect the description of a Lot previously conveyed and held by an Owner other than the Declarant. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area other than as described in this Declaration, and amendment of this Declaration of Covenants, Conditions and Restrictions.

OR 1267 0135

IN WITNESS WHEREOF, being the Declarant has caused these presents to be executed and its seal affixed hereto the day and year first above written.

WITNESSES:

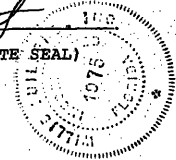
Cathie K. McCarvey
Arnold A. Shuck

WILLIS BUILDERS, INC.

By: *[Signature]*

Its: *[Signature]*

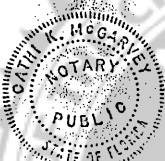
(CORPORATE SEAL)



STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments personally appeared FE. WILLIS, JR. to me known to be the person described as PRESIDENT of WILLIS BUILDERS, INC., a Florida corporation, in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is the act and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of that corporation.

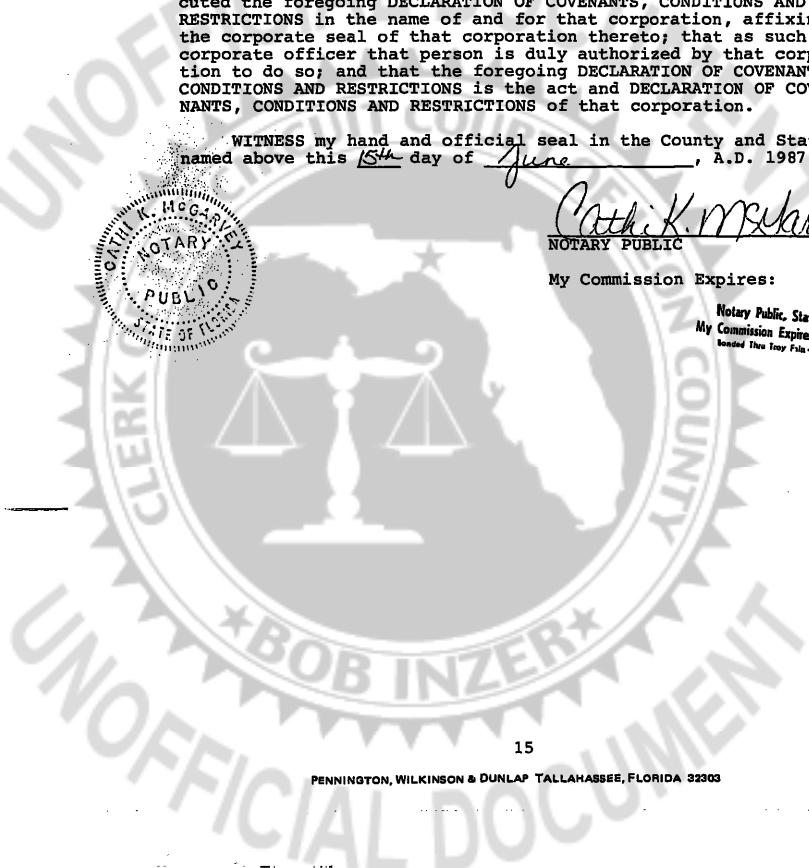
WITNESS my hand and official seal in the County and State named above this 15th day of June, A.D. 1987.



Cathie K. McCarvey
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 23, 1991
Bonded Two Thousand Dollars



BROWARD DAVIS & ASSOC., INC.

PLANNING • SURVEYING • ENGINEERING
DEVELOPMENT MANAGEMENT

2414 Mahan Drive
P. O. Box 12367
Tallahassee, Florida 32317

904-878-4195
904-877-5000

CLIENT

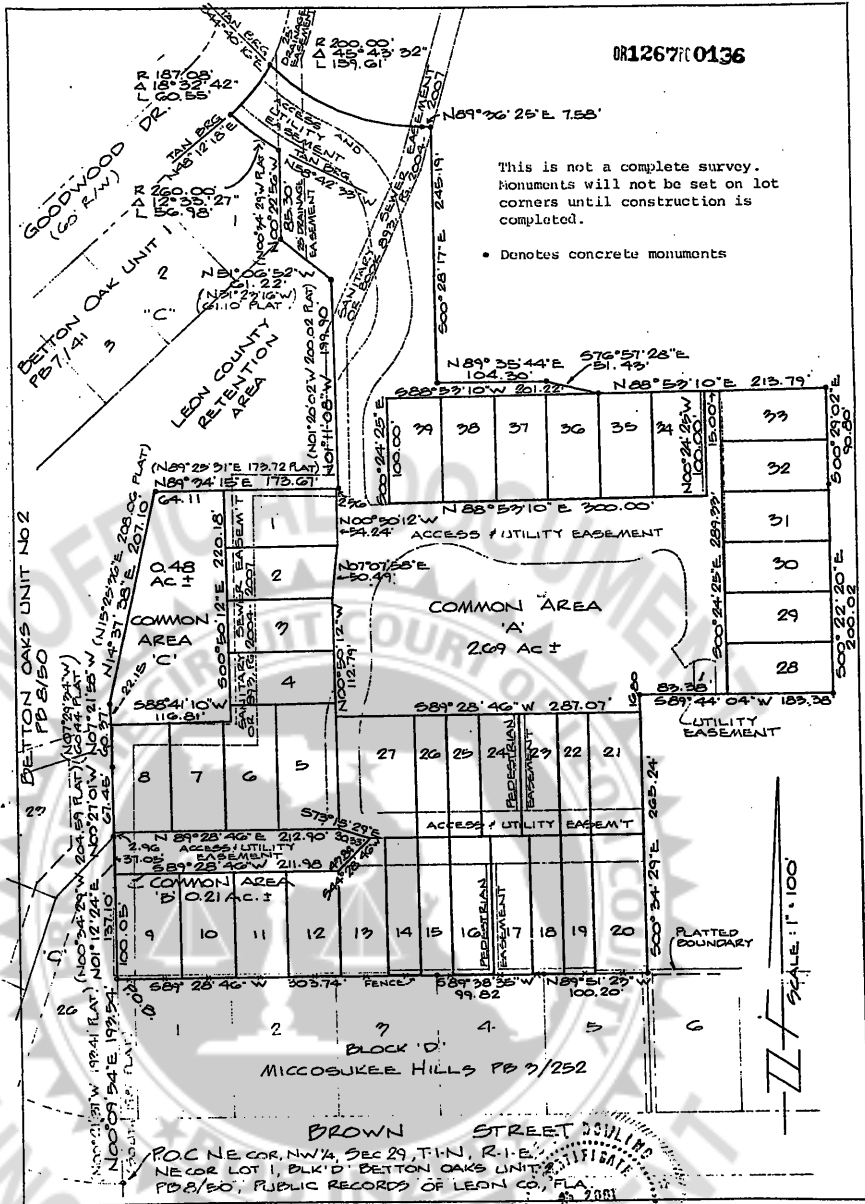
WILLIS BUILDERS, INC.

SHEET TITLE **FLAT OF
TOWNSHIP ONE NORTH**

DR12677C 0136

This is not a complete survey.
Monuments will not be set on lot
corners until construction is
completed.

- Denotes concrete monuments



POC NE COR, NW/4, SEC 29, T-1-N, R-1-E,
NE COR LOT 1, BLK'D BETTON OAKS UNIT
PD 8/50, PUBLIC RECORDS OF LEON CO., FLA.
2081

NOTEBOOK	819/11-91	APPROVED and SIGNED	<i>Leif Davis</i>	SHEET
JOB NO.	71-190	DATE	2-28-84	1 OF 4
FSR NO.	2829	FLORIDA REG. NO.	1111	

EXHIBIT "A"

BROWARD DAVIS & ASSOC., INC.

PLANNING & SURVEYING • ENGINEERING
DEVELOPMENT MANAGEMENT

2414 Mahan Drive
P. O. Box 12367
Tallahassee, Florida 32317

904-878-4195
904-877-9900

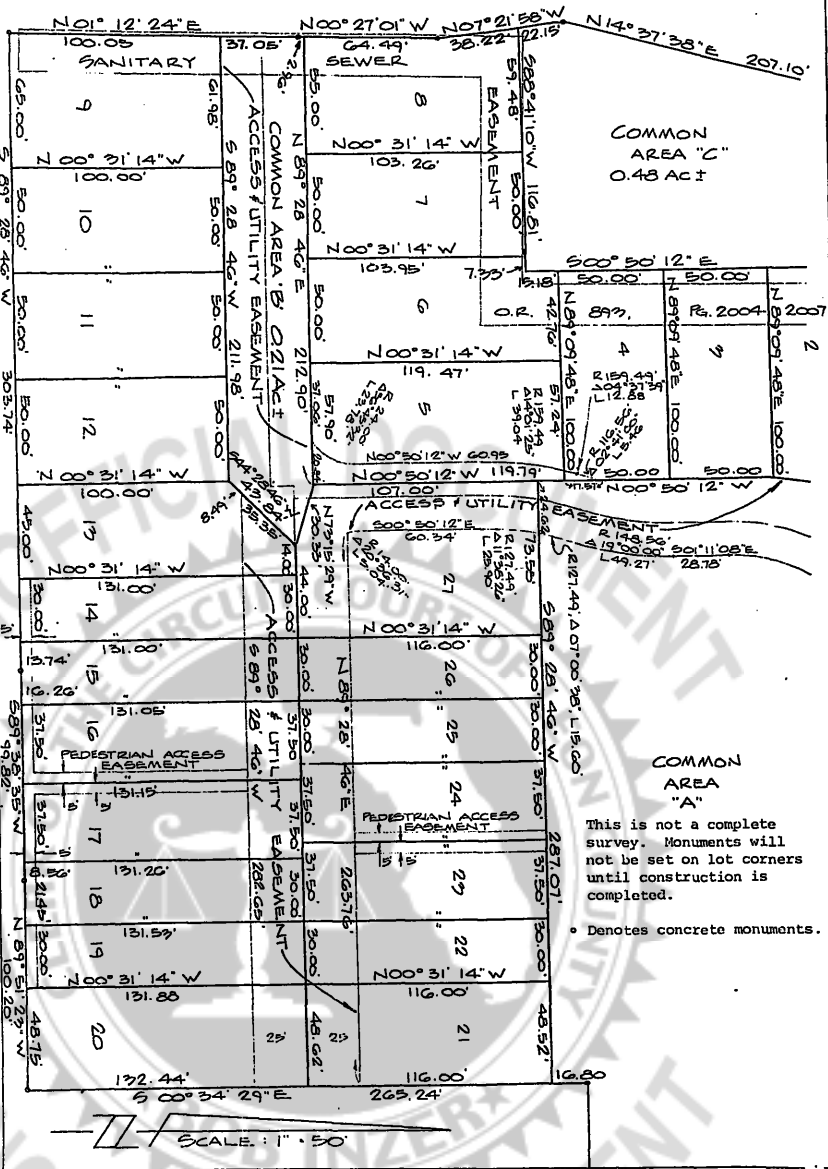
CLIENT

WILLIS BUILDERS, INC.

SHEET TITLE

PLAT OF
TOWNSHIP ONE NORTH

OR12671:0137



COMMON
AREA "C"
0.48 AC ±

COMMON
AREA
"A"

This is not a complete
survey. Monuments will
not be set on lot corners
until construction is
completed.

• Denotes concrete monuments.

NOTEBOOK	819/11-31
JOB NO.	71-190
FSR NO.	2823

APPROVED and SIGNED	REGISTERED LAND SURVEYOR
DATE	FLORIDA REG. NO.
2-28-24	

SHEET	2 OF 4
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BROWARD DAVIS & ASSOC., INC.
 PLANNING • SURVEYING • ENGINEERING
 DEVELOPMENT MANAGEMENT

2414 Mahan Drive
 P. O. Box 12367
 Tallahassee, Florida 32317

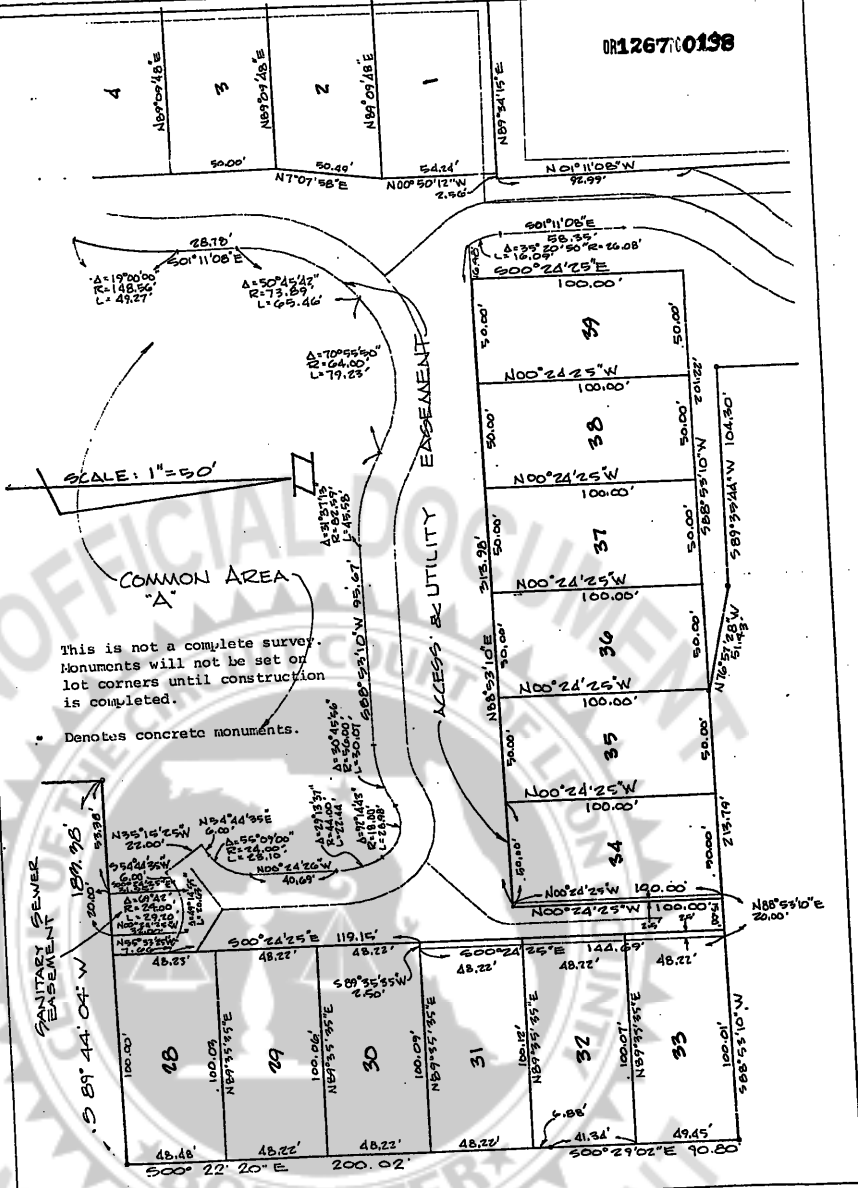
904-878-4105
 904-877-5900

CLIENT

WILLIS BUILDERS, INC.

SHEET TITLE **FLAT OF
 TOWNSHIP ONE NORTH**

OR126700198



NOTEBOOK	819 / 11-21
JOB NO.	71-190
FSR NO.	2327

APPROVED and SIGNED _____
 REGISTERED LAND SURVEYOR
 FLORIDA REG. NO. _____
 Date 2-28-24

SHEET
 3 OF 4

BROWARD DAVIS & ASSOC., INC.

PLANNING • SURVEYING • ENGINEERING
DEVELOPMENT MANAGEMENT

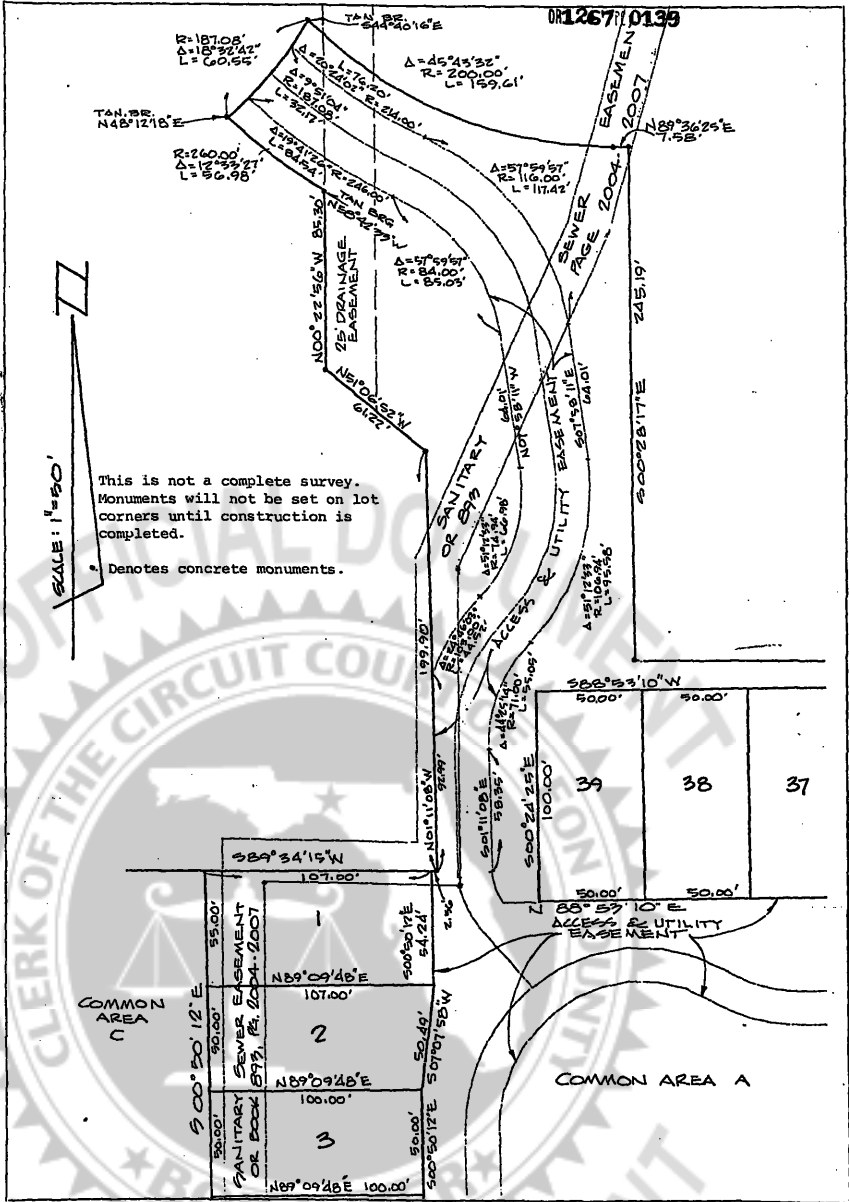
2414 Mahan Drive
P. O. Box 12387
Tallahassee, Florida 32317

904-878-4195
904-877-5900

CLIENT

WILLIS BUILDERS, INC.

SHEET TITLE **FLAT OF
TOWNSHIP ONE NORTH**



NOTEBOOK	819 / 11-31
JOB NO.	71-190
FSR NO.	2829

APPROVED and SIGNED	REGISTERED LAND SURVEYOR
Date 2-28-84	FLORIDA REG. NO. _____

SHEET	4 OF 4
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This Instrument Prepared by and Return to:
Aaron R. Holloway, Esq.

Address:

AUSLEY & MCMULLEN, P.A.
227 South Calhoun Street
Tallahassee, Florida 32301

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TOWNSHIP ONE NORTH**

THE MEMBERS OF TOWNSHIP ONE NORTH HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), by this instrument hereby amend the Declaration of Covenants, Conditions and Restrictions of Township One North, recorded in O.R. Book 1267, Page 0121 of the Public Records of Leon County, Florida (the "Declaration"). The following Amendment shall be covenants running with the land, binding upon the Members of the Association, Lot Owners, their heirs, personal representatives, assigns and successors, and all persons claiming any right, title or interest in the land, and all subsequent purchasers of land within the Township One North Subdivision, or any portion thereof, their heirs, personal representatives, successors and assigns.

WITNESSETH:

WHEREAS, Declarant, Willis Builders, Inc., executed and caused to be recorded the Declaration in Official Records Book 1267, Page 0121 of the Public Records of Leon County, Florida; and

WHEREAS, the Declaration provides in pertinent part that the 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

WHEREAS, less than twenty (20) years have passed since the Declaration was recorded; and

WHEREAS, more than ninety percent (90%) of the lot owners desire to amend the Declaration in the manner set forth below;

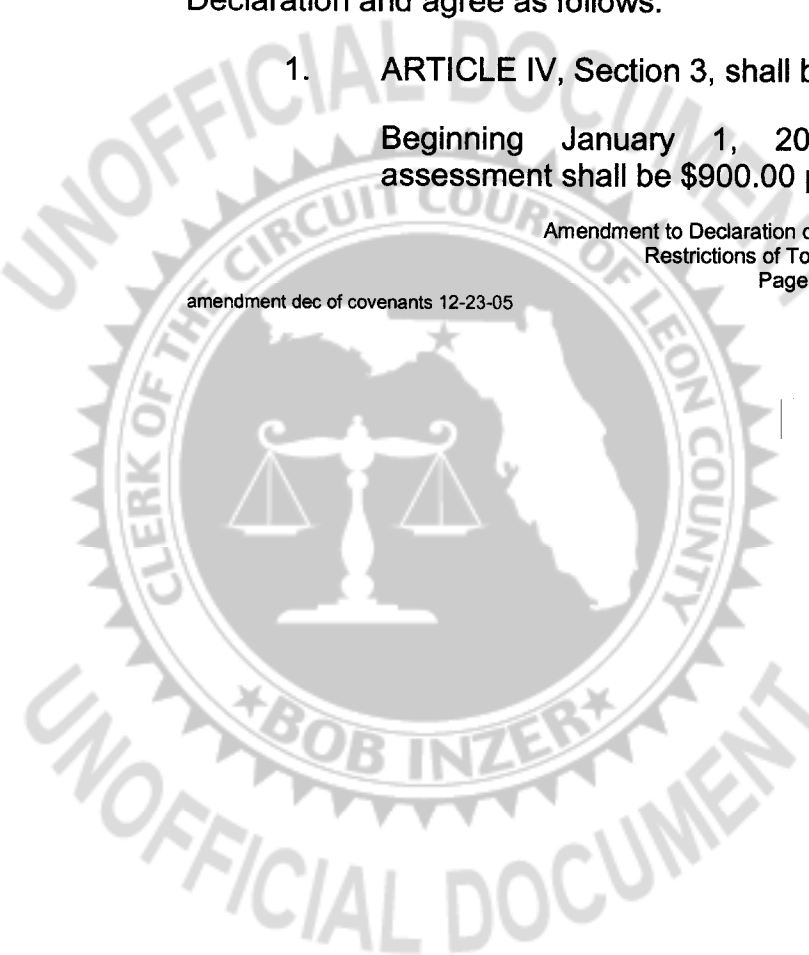
NOW, THEREFORE, Willis Builders, Inc., Willis Land Company and Carole Ann Willis, collectively owning ninety-seven and one-half percent (97.5%) of the lots in the Township One North Subdivision, by execution of this document hereby amend the Declaration and agree as follows:

1. ARTICLE IV, Section 3, shall be and is amended to read as follows:

Beginning January 1, 2006, the maximum annual assessment shall be \$900.00 per lot.

Amendment to Declaration of Covenants, Conditions and
Restrictions of Township One North
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amendment dec of covenants 12-23-05



(a) The maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

2. ARTICLE IV, Section 5, shall be and is amended to read as follows:

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

The Declaration, as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Willis Builders, Inc., Willis Land Company, Inc., and Carole Willis, individually, have caused this Amendment to Declaration of Covenants, Conditions and Restrictions of Township One North executed as of the 30th day of December, 2005.

WITNESSES:

Christine A. Vause
First Witness

Christine A. Vause
Print or Type Name

Mary E. Dyal
Second Witness

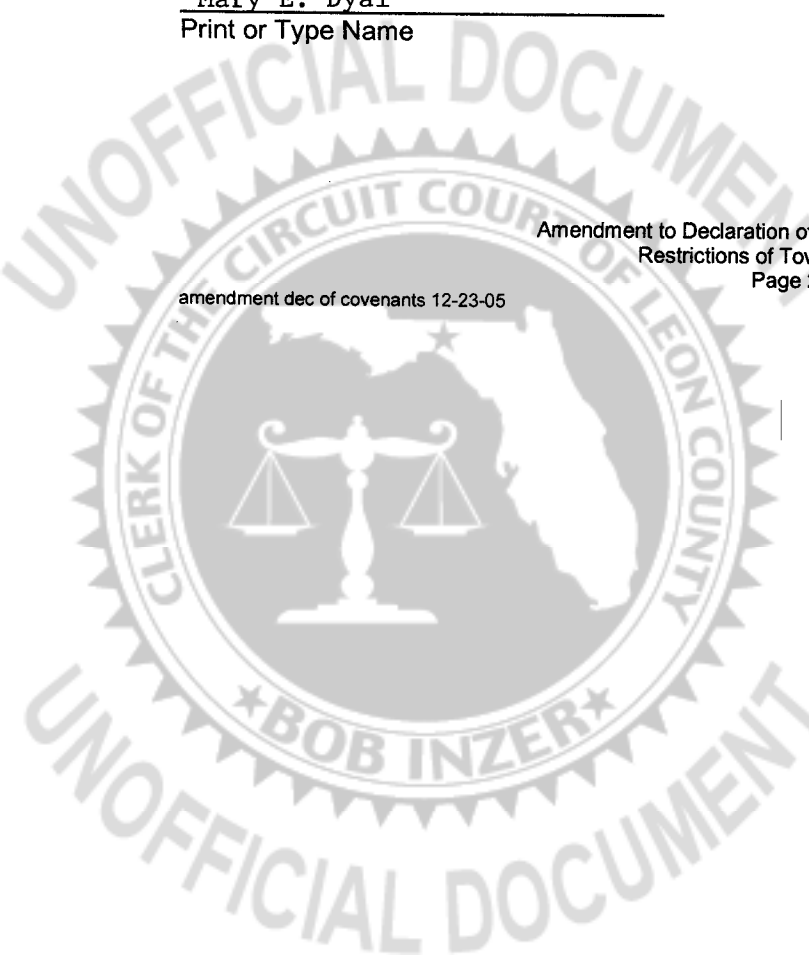
Mary E. Dyal
Print or Type Name

**Willis Builders, Inc.,
a Florida corporation**

By: Carole A. Willis
Carole A. Willis
Its: President

(CORPORATE SEAL)

Holder of approximately 66.66% of
the lots in Township One North
Homeowners Association



Christine A. Vause

First Witness

Christine A. Vause

Print or Type Name

Mary E. Dyal

Second Witness

Mary E. Dyal

Print or Type Name

Christine A. Vause

First Witness

Christine A. Vause

Print or Type Name

Mary E. Dyal

Second Witness

Mary E. Dyal

Print or Type Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of December, 2005, by CAROLE ANN WILLIS, as President of Willis Builders, Inc., Willis Land Company, and individually, who () is personally known to me or () has produced _____ as identification, and who did/did not take an oath.

**Willis Land Company,
a Florida corporation**

By: Carole A. Willis

Carole A. Willis

Its: President

(CORPORATE SEAL)

Holder of approximately 28.21% of
the lots in Township One North
Homeowners Association

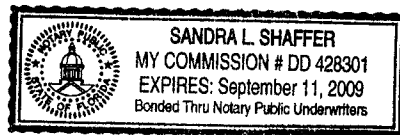
Carole A. Willis

Carole A. Willis, Individually

Holder of approximately 2.56% of
the lots in Township One North
Homeowners Association

Sandra L. Shaffer
Signature of Notary Public

Notary Stamp/Seal:



Amendment to Declaration of Covenants, Conditions and
Restrictions of Township One North
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amendment dec of covenants 12-23-05

