

STATE OF FLORIDA
COUNTY OF LEON

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth by CHARLES R. GARDNER, GARY W. DAVIDSON, AND J. KINSON COOK, hereinafter referred to as "Declarant".

WITNESSETH:

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

SEE EXHIBIT "A"

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. "Association" shall mean and refer to Willrun Homeowners' Association, Inc., a non-profit corporation, its successors and assigns.

Section 2. "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 3. "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.

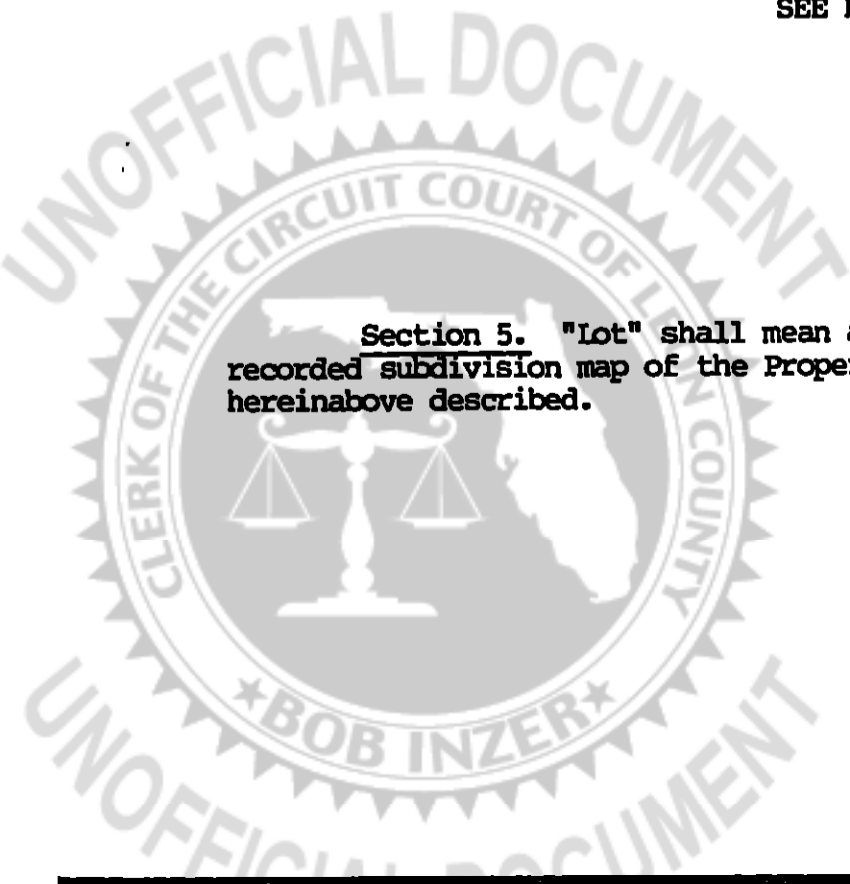
Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B"

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties with the exception of the common area hereinabove described.

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
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PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

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Section 6. "Declarant" shall mean and refer to Charles R. Gardner, Gary W. Davidson, and J. Kinson Cook, 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. PROPERTY RIGHTS.

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions.

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations.

(c) 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer 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 one class of voting membership.

Members shall be all owners 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 lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Creation of 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 attorneys' 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 attorneys' 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, for the improvement and maintenance of the Common Area, of the homes situated upon the Properties, and of the access easements, shown on the recorded plat, whether paved or unpaved, and for furnishing of master antenna television or cablevision services to the Owners.

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In addition to maintenance upon the Common Area and as specified above, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: Paint, repair, replace and care for exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Unless otherwise decided by the directors of the Association, such exterior maintenance shall not include unpainted brick, block or glass surfaces, doors, roofs, gutters, downspouts, windows, exterior machinery or unusual structures or plants installed by Owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject. Any damage covered by an individual Owner's insurance shall be paid for by the insurer and not by the Association.

The Association may also provide through the assessments levied a master antenna television service or cable television service to each Owner. This service, if furnished, will be provided to each home and the cost of maintenance thereof shall be included in the maintenance assessment whether utilized by the individual Owner or not.

Section 3. Maximum Annual Assessment. Until January 1, 1984, the maximum annual assessment shall be \$360.00 per lot, payable monthly in advance at the rate of \$30.00 per lot. The Board of Directors of the Association shall be authorized to require payments to be made through a mortgage company, a bank, the Association itself, or such other agency as the directors may select from time to time.

(a) From and after January 1, 1984, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

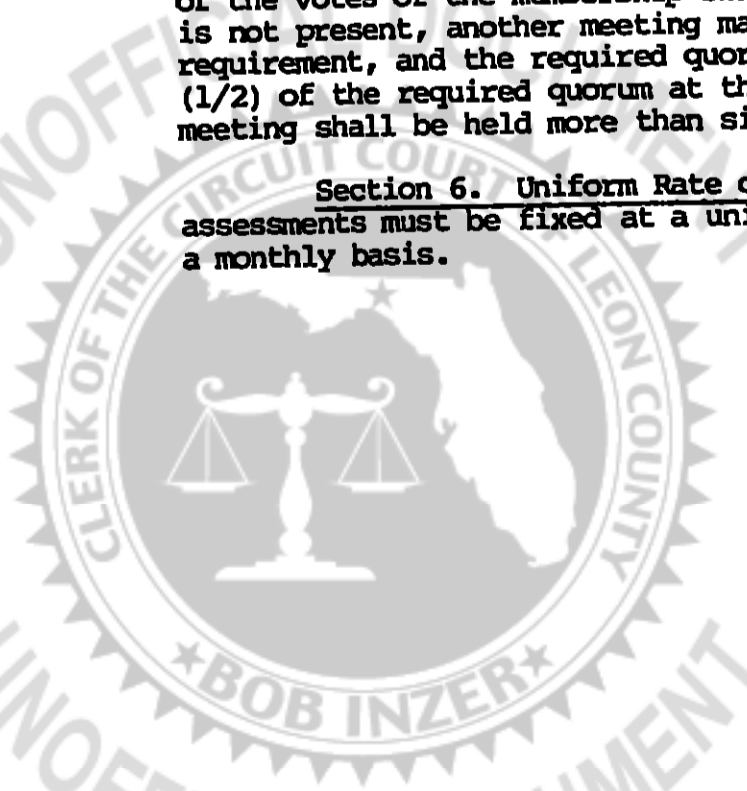
(b) From and after January 1, 1984, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at 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, or for any major maintenance project such as the replacement of roofs, repairing or repaving access streets, or other capital improvement to the exterior of the Properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all 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 thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

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



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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 and of the conveyance of the first lot to an individual Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty 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. Notices shall be sent to individual owners at the address of their homes in the subdivision or at such other address as the owner may designate in writing.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after due date shall bear interest from the due date at the rate of 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 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 shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any deviation from the original exterior design, appearance or paint scheme, or any other alteration visible from the outside, 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 control committee composed of three or more representatives appointed by the Board. It is the intent of this article that the external appearance of the homes remain as originally constructed unless very good reason be shown for a change. Failure of the Board of Directors or its designated committee to specifically approve a request for change within thirty days after submission of the request shall be deemed to constitute a rejection of the request.

ARTICLE VI. 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 part wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction of 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 larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his neglect 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 arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. USE RESTRICTIONS.

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling unit not to exceed two and one-half stories in height.

Section 2. Dwelling Costs, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon costs at levels prevailing on the dates these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. Ground floor area of the main structure, exclusive of open porches, shall be not less than 441 square feet. There shall be not less than a total of 725 square feet, exclusive of open porches, for one and one-half story or multiple story dwellings.

Section 3. 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.

Section 4. Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

Section 5. Fences. No fence shall be erected nearer the front lot line than the rear of the house on any lot.

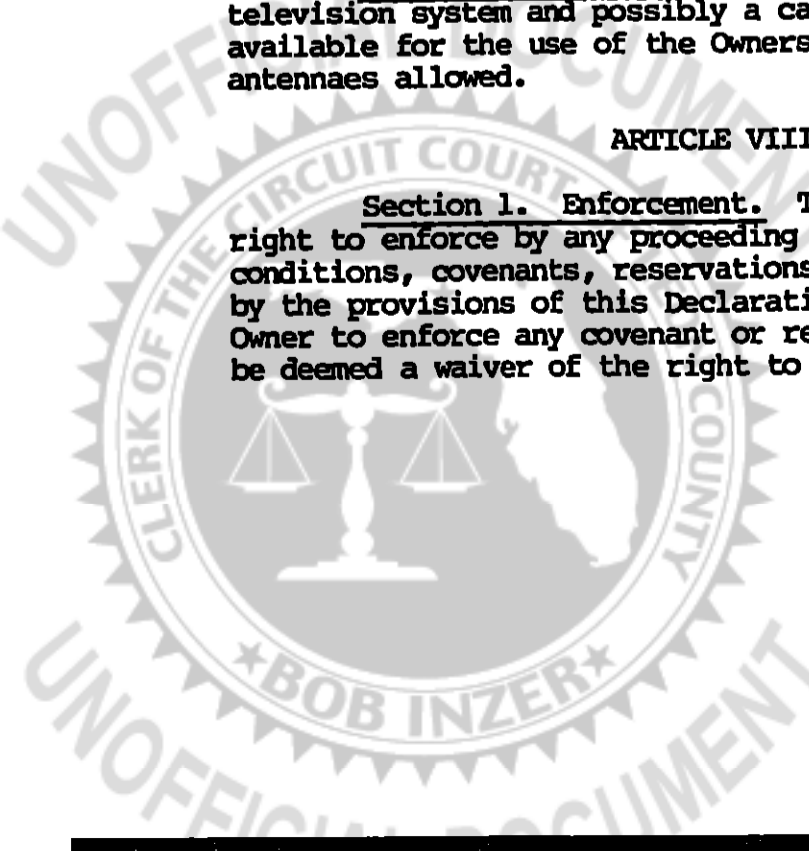
Section 6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or in such number as to constitute an annoyance or nuisance to the neighborhood.

Section 7. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from this date, after which time they shall be automatically extended for successive periods of ten years.

Section 8. Television Antennas. Inasmuch as a master antenna television system and possibly a cablevision system will be installed and available for the use of the Owners, there shall be no individual television antennas allowed.

ARTICLE VIII. 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.



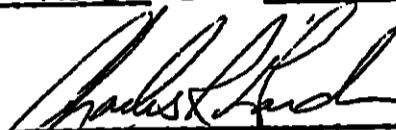
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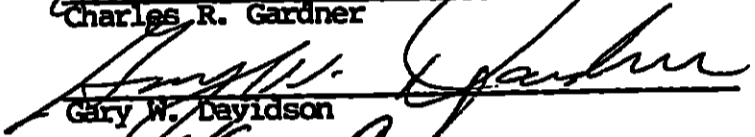
Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

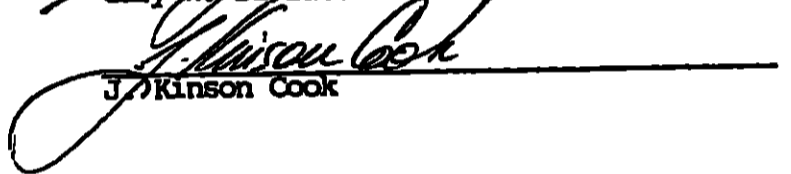
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during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

Section 4. Annexation. Additional residential properties and common areas may be annexed to the subdivision, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of November 1982.



Charles R. Gardner


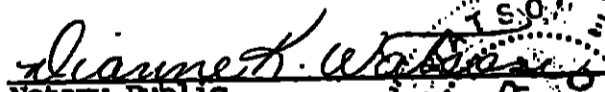
Gary W. Davidson


J. Kinson Cook

STATE OF FLORIDA
COUNTY OF LEON

Before the subscriber personally appeared Charles R. Gardner, Gary W. Davidson, & J. Kinson Cook, known to me to be the individuals described by said names, who executed the foregoing instrument.

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

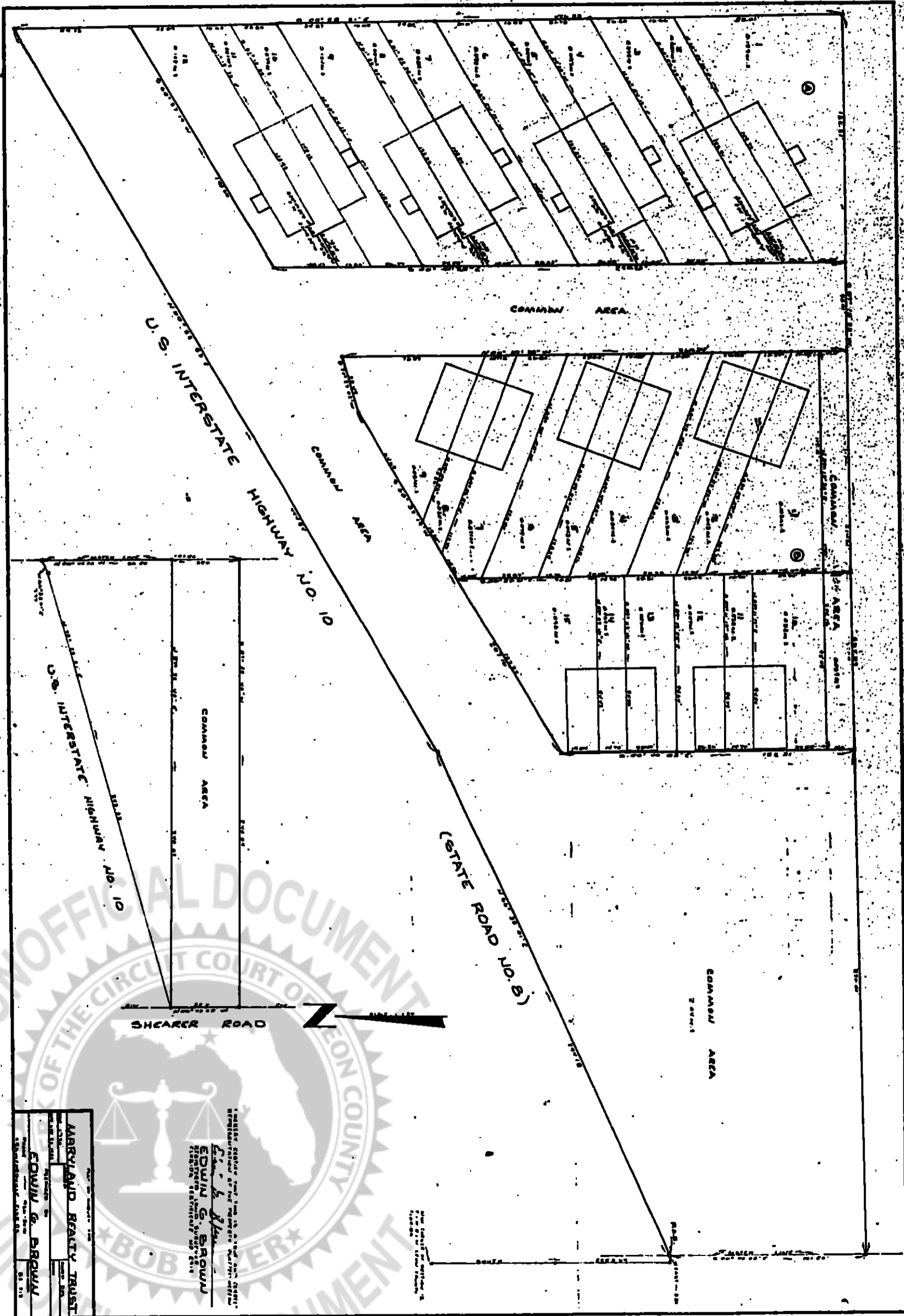


Notary Public
My commission expires: Sept. 9, 1989
Notary Public, State of Florida
My commission expires Sept. 9, 1989
Bonded by Transamerica Insurance Co.
9-8-82



EXHIBIT "A"

OR10461578



ARRYLAND REALTY TRUST
 EDWIN G. BROWN
 FIDELITY AND SECURITY COMPANY OF AMERICA
 100 WALL STREET
 NEW YORK, N.Y. 10038
 EDWIN G. BROWN
 FIDELITY AND SECURITY COMPANY OF AMERICA
 100 WALL STREET
 NEW YORK, N.Y. 10038

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EDWIN G. BROWN
REGISTERED LAND SURVEYOR
Court House Square

P. O. BOX 625
CRAWFORDVILLE, FLORIDA 32327

OFFICE 926-3016
RESIDENCE 576-3009

November 21, 1982

EXHIBIT "B"

COMMON AREA

Begin at the intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, thence run along the Southerly right-of-way boundary of said U.S. interstate 10 as follows: North 66 degrees 35 minutes 01 seconds East 294.18 feet, thence North 60 degrees 52 minutes 53 seconds East 444.54 feet, thence leaving said Southerly right-of-way boundary run South 00 degrees 58 minutes 21 seconds East 59.73 feet, thence run South 60 degrees 37 minutes 19 seconds West 148.66 feet, thence run South 00 degrees 41 minutes 28 seconds East 295.73 feet, thence run South 89 degrees 18 minutes 32 seconds West 48.01 feet, thence run North 00 degrees 41 minutes 28 seconds West 260.34 feet, thence run South 74 degrees 27 minutes 02 seconds West 33.49 feet, thence run South 60 degrees 37 minutes 19 seconds West 207.16 feet, thence run South 00 degrees 40 minutes 05 seconds East 152.31 feet, thence run South 89 degrees 18 minutes 32 seconds West 270.01 feet, thence run South 87 degrees 35 minutes 40 seconds West 240.09 feet to the Easterly right-of-way boundary of Shearer Road, thence run North 00 degrees 40 minutes 05 seconds West along said Easterly right-of-way boundary 35.00 feet, thence leaving said Easterly right-of-way boundary run North 87 degrees 35 minutes 40 seconds East 240.09 feet, thence run North 00 degrees 40 minutes 05 seconds West 66.50 feet to the POINT OF BEGINNING containing 2.04 acres, more or less.

ALSO:

Commence at the intersection of the West boundary of Section 13, Township 1 North, Range 1 West, Leon County, Florida and the Southerly right-of-way of U.S. Interstate Highway No. 10 (State Road No. 8) (based on monumentation) said point being located 3.34 feet East and 2553.69 feet South of the Northwest corner of said Section 13, thence run South 00 degrees 40 minutes 05 seconds East 101.50 feet, thence run North 89 degrees 18 minutes 32 seconds East 270.01 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 40 minutes 05 seconds West 14.00 feet, thence run North 89 degrees 18 minutes 32 seconds East 214.16 feet, thence run South 00 degrees 41 minutes 28 seconds East 14.00 feet, thence run South 89 degrees 18 minutes 32 seconds West 214.61 feet to the POINT OF BEGINNING containing 0.069 of an acre, more or less.

Edwin G. Brown

EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

82-213

