

DECLARATION OF RESTRICTIVE COVENANTS

of

BLAIRSTONE FOREST

an

UNRECORDED PLAT



551867
RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.
AUG 14 4 51 PM 1981
PAUL F. HARTSEFELD
CLERK OF CIRCUIT COURT

GREEN AND FONVIELLE, P. A.
ATTORNEYS AT LAW

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RESTRICTIVE COVENANTS
OF
BLAIRSTONE FOREST
AN
UNRECORDED PLAT

STATE OF FLORIDA

COUNTY OF LEON

This Declaration of Restrictive Covenants, made and published this 14 day of August, 1981, by BLAIRSTONE DEVELOPMENT CORPORATION, INC., a Florida corporation, hereinafter called the "Grantor" or "Declarant";

W I T N E S S E T H:

WHEREAS, BLAIRSTONE DEVELOPMENT CORPORATION, INC. is the owner in fee simple of a subdivision known as Blairstone Forest, being a subdivision of land, situate, lying and being in Leon County, Florida, and more accurately and particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Grantor is desirous of creating and maintaining a single family residential neighborhood upon that parcel of land and has spent substantial time, money and effort in creating a subdivision which maintains the natural wooded beauty and aesthetic wooded quality of the tract of land as near as possible to its undeveloped state for the peace, tranquility and resale value of the purchasers; and

WHEREAS, it is to the interest, benefit and advantage of Blairstone Forest and to each and every person who shall hereafter purchase any individual lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of those individual lots shall be established, set forth and declared to be covenants running with the land.

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NOW, THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Blairstone Forest subdivision and each and every subsequent owner of any of the individual lots in said subdivision, said Grantor does hereby set up, establish, promulgate and declare the following restrictive or protective covenants to apply to all of the said individual lots and to common lands contained within the boundaries of the project and to all persons owning said lot, or any of them, hereafter; these restrictions shall become effective immediately as set forth herein and run with the land and shall be binding upon all persons deraigning title through the Grantor during the lifetime of these restrictions.



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I. DEFINITIONS

For purposes of interpretation and understanding of these covenants, the terms set out below in this section are defined and shall have the following meanings:

1. "The Project" shall mean that land encompassed within the legal description set out upon page 29 of these covenants as if that legal description were set out herein verbatim.

2. "Individual Lot or Lots" shall mean those parcels of land numbered 1 through 58 as APPROXIMATELY drawn on page 29 of these covenants, which are subject to private ownership.

3. "Common Lands" shall mean the remainder of the lands encompassed in the project after extraction therefrom of the legal descriptions for each and every of the individual lots.

4. "Individual Lot Owner" shall mean the first grantee or transferee of an individual lot and the subsequent owners, grantees or transferees of those individual lots after title to same is transferred out of the grantor hereof.

5. "Association" shall mean the Blairstone Forest Homeowners Association, Inc., which shall be a Florida non-profit corporation and its successors, heirs and assigns.

6. "By-Laws" shall mean the by-laws of the Association as initially established and as from time to time amended.

7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association as provided in these covenants and the by-laws of the Association.

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8. "Common Expense" shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the by-laws and its rules and regulations.

9. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular basis as set forth in these covenants, the by-laws and the rules and regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

10. "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to the assessments, rents, profits and revenues over the amount of common expenses.

II. RESTRICTIVE COVENANTS

1. Submission of Property and Subsequent Additional property to Restrictive Covenants.

A. Blairstone Development Corporation, Inc., being the owner in fee simple of the real property described as set out in Paragraph I. 1 above does hereby impose, impress and encumber those lands with the following restrictive covenants running with the land as set forth and provided for herein. These covenants shall run with the land and be binding upon the grantor, its grantees, heirs, assigns, and transferees deraining title from and through the grantor.

B. In the event the grantor hereunder shall acquire lands immediately adjacent to the lands comprising the instant project and with a common boundary, and construct upon those lands a project similar in character, nature, design and layout to the instant project, then and in that event, these covenants may be made applicable to such additional lands. The method by which additional lands may be brought under these covenants shall be as follows:

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(1) The Declarant hereunder shall file in the public records of Leon County a legal description of the new tract of land together with a statement executed by the Declarant hereunder with all the formalities that these covenants are executed stating that that particular piece of property is hereby made subject to these covenants and restrictions.

(2) These provisions of these covenants and in particular Article IX, Section 2, concerning amendment to these covenants shall not apply to the bringing under the provisions of these covenants new and additional lands to be encumbered by these covenants.

C. For the purposes set out in this section there shall be two classes of land. The first shall be known as "individual lots" and the structures or improvements erected or constructed thereon. The second category shall be "common land" and the structures or improvements erected thereon.

D. Page number 29 of these covenants is specifically made a part hereof as if fully set out herein for the limited purposes of illustrating the APPROXIMATE lot size, the APPROXIMATE relationship according to size among the various lots, the APPROXIMATE location of the various individual lots in relation to the property boundaries and the APPROXIMATE relationship between the lots, property boundaries, and the major thoroughfare or road through the property known as Beechwood Circle North and South and for no other purpose.

E. It is the intent of the grantor to preserve as many as possible of the incidents and characteristics of private ownership of land as is possible consistent with the overall development and design scheme and plan for this development.

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F. If in the event of a conflict or discrepancy between the location and actual legal description of any particular individual lot as shown on Page 29, and the description contained in a deed from the grantor to a grantee, that description contained in the deed for that individual lot shall be controlling.

2. Subdivision of Lands Prohibited.

A. No individual lot as hereinabove defined may be divided or subdivided. No action or suit at law or in equity may be brought to partition such individual lots.

B. No action or suit at law or equity may be brought to partition any common lands.

3. Exterior Maintenance of Homes.

A. Homes constructed on individual lots shall be maintained not only in a good state of repair but in an aesthetically pleasing manner consistent with the character and setting of the property as originally developed.

B. Specifically the following items are hereby determined to be items which must be kept in a proper state of repair and maintenance by the individual lot owner, but it is not intended to be an exclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps both front and rear, porches, if constructed, lawns, and driveways.

4. Use as Private Single Family Residences.

No home or house constructed on any individual lot shall be occupied or used except for single family residential purposes by the individual lot owner. This section is specifically intended and designed to prevent or prohibit the use of homes or houses constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as

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the owner of the individual lot is also currently living in that home. The grantor hereof may however, the above notwithstanding, use such houses or homes for model homesites and for display and sales offices.

5. Right to Lease

The respective home upon any individual lot shall not be rented by the owners thereof for transient or hotel purposes which shall be defined as rental for any period of less than ninety (90) days. Other than as set forth in this paragraph, and above, the right of any individual lot owner to lease their home and individual lot shall not be abridged or restricted by these covenants.

6. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any house or home or on any common lands nor shall anything be done on either individual lots or common lands which may be or may become an annoyance or nuisance to the remaining individual lot owners or any of them or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner in the quiet and peaceful enjoyment of his or her home, or individual lot.

7. Temporary Structures.

No structure of a temporary character, including but not limited to the following; trailer, basement, mobile home, tent, shack, garage, barn, or other building of a temporary nature shall be placed upon or erected upon any individual lot or common lands either temporarily or permanently; provided, however, the grantor may maintain temporary offices or storage facilities of such a character during the construction of the project.

8. Signs.

No sign or billboard of any kind shall be placed, erected, or constructed upon any individual lot or common lands and displayed to the public view

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except one sign of customary and reasonable dimension (not to exceed four square feet) advising or advertising that that individual lot and the home thereon is for sale or lease. Notwithstanding the above, the grantor may erect during construction such signs to advertise the property, home, or individual lot for sale.

9. Garbage.

A. All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use.

B. Each individual lot shall have a designated location for placement and storage of garbage cans or containers. Some shall be on the individual lot, others shall be on common areas designated for that purpose. All garbage collection containers shall be kept in their proper place by the individual lot owners.

C. All equipment for the storage and disposal of such trash, garbage or other wastes shall be kept in a clean and sanitary condition and the responsibility for such maintenance shall be that of the individual lot owner or owners.

D. Garbage containers or enclosures shall be maintained by the individual lot owner or owners. It shall be the responsibility of each individual lot owner to provide for his or her garbage collection. No dumpsters or compactors shall be employed or utilized within the project unless specifically approved by the Association by an affirmative vote of 80% of the membership thereof.

10. Radio and Television Antennas

All radio and television antennas or other such antenna systems as the grantor shall provide shall be installed and erected or constructed inside the individual lot owner's home. No alteration to or modification of any radio or television antenna system,

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as erected on either individual lots or common lands by the grantor shall be permitted, and no individual lot owner shall construct, use or operate any external radio or television antenna.

11. Use of Common Lands.

The common lands shall be used only by individual lot owners or their tenants, guests or invitees and all such use by the individual lot owner as well as their tenants, guests or invitees shall be consistent with these covenants and any rules or regulations properly adopted by the Association.

12. Lawful Use.

All individual lots or common lands shall be used in a manner consistent with all city and county ordinances, state and federal laws, rules and regulations. No offensive or unlawful use shall be made of any individual lot or common land.

13. Cutting Trees - Penalties.

A. Any tree, shrub or bush with a trunk diameter of three inches or greater measured three feet up from the ground shall not be cut, trimmed or have its roots or root system cut, disturbed or impaired without the express written prior approval of the Association. This prohibition specifically applies to trees, shrubs and bushes on individual lots and common lands.

B. Whosoever shall violate this section shall be assessed, subject to the terms and conditions of assessments contained in Paragraphs VII., 1 and VII. 6, 7 and 8 set out herein a penalty in the amount of \$150.00 per inch of circumference (not diameter) of any tree, bush or shrub so molested.

C. The circumferential measurement set out above by which penalties are determined shall be measured three feet from the ground.

14. Use of Motorcycles, Recreational Vehicles Within the Project.

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No motorcycle, automobile, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the project except on paved roads intended for such vehicular operation.

15. Parking or Storage of Vehicles, Boats, Trailers.

No boat, trailer, boat-trailer, recreational vehicle or out of service automobile or motorcycle or other powered vehicle shall be stored on either individual lots or common lands for a period of greater than two weeks except at designated parking areas provided for the storage of such vehicles. Streets, driveways and other parts of individual lots or common lands shall not be utilized for the storage of inoperable vehicles, boats, trailers of any sort, type, nature or kind.

The Homeowners Association shall have the authority from time to time to determine a fair and reasonable rental rate for use of parking or storage areas.

16. Entranceway Maintenance.

The entranceway wherein Beechwood Circle North and South intersect Blairstone Road and the areas immediately adjacent thereto shall be maintained in good repair by the Homeowners Association. Specifically, the grounds, signs and electrical fixtures shall be so maintained by the Homeowners Association.

17. Pets.

Household pets are permitted within the project; however, the Association may adopt and implement such rules and regulations as it may see fit governing pets within the project.

18. Solicitation and Advertising.

A. No individual lot owner may carry on any business from his or her home within the project which involves pedestrian or automobile traffic to and from that individual lot owner's home. Notwithstanding

the above, the Association is hereby authorized to duly enact rules and regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner if it so chooses.

B. No individual lot owner may solicit other lot owners for business purposes. No solicitation by persons who are not individual lot owners may be made of any individual lot owner upon or within the boundaries of the project. No individual lot owner shall post any business advertisement or similar poster within the windows or upon that lot owner's home or land within the project. A suitable place shall be provided for notices of interest to other individual lot owners within the project and upon common lands.

C. It is the intent of the Grantor hereunder by restricting business activities within the project to preserve the peace and tranquility and aesthetic single family neighborhood quality of the project. It is not the intent to prohibit businesses completely conducted within the home of any individual lot owner such as an artist, a writer, etc.

19. Notice of Rules to Guests.

Each and every individual lot owner shall advise his or her guests or invitees of the rules and regulations of the Association for the use and enjoyment of all lands, both individual lots and common lands, within the project and instruct such guests that they shall abide by such rules and regulations.

20. Miscellaneous.

A. No laundry, mattresses, bedding materials or clothing shall be hung on or over patio fences or upon common lands to dry. Clothes lines for the purpose of drying clothing or other materials shall be prohibited except upon any individual lot, behind the home.

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B. All types of firearms, including but not limited to shotguns, rifles and pistols are prohibited from being used, or discharged or displayed upon any common lands or individual lots. Notwithstanding the above, firearms may be kept within the home of any individual lot owner. Discharge of any firearms, including pellet or air rifles or BB guns is hereby prohibited.

C. All property owners with garages are to keep their garage doors closed at all times except when taking vehicles in or out of the garage.

21. Maintenance of Original Appearance.

A. The original appearance, of both the landscaping and buildings, whether on individual lots or common lands, shall be preserved within the project.

B. No individual lot owner shall make or commence any alterations in exterior shape, color or appearance of his or her home. Likewise, no fence wall or other appurtenant structure shall be constructed, erected or maintained in a manner to materially change or alter the appearance or integrity of the project.

C. No material alteration or change shall be made to the original landscaping scheme or design, either on individual lots or common lands.

D. Notwithstanding the foregoing, changes in or alterations to the shape, color, exterior appearance of homes on individual lots or structures on common areas or to landscaping may be made if and only if such changes are approved in advance by the Association as specified herein.

E. Prior to the occurrence of such changes or alterations, plans, drawings, and specifications shall be submitted in writing to the Association setting out precisely and exactly how and what is sought to be changed or altered.

F. The Association shall at a meeting consider such plans and specifications and act upon the same within two weeks from the date of submission of the same to the Association and inform the applicant for such change of its decision in writing.

22. Variances.

A. Variances from the operation of these covenants may be granted in writing by the Association or a committee designated and granted that responsibility by the Association for minor deviations from the operation of these covenants.

B. Prior to the granting of any variance to these covenants by the Association or any committee thereof, rules, regulations and by-laws of the Association shall be adopted setting forth the criteria by which such variances shall be reviewed and designating who shall grant such variances.

III.

RESPONSIBILITY OF ASSOCIATION
TO MAINTAIN STREETS

It shall be the responsibility and duty of the Association to maintain Beechwood Circle North and South in a constant good state of repair and a safe and aesthetically pleasing condition. Such responsibility shall extend not only to that part of the pavement used for roadway and parking but also to that part of the pavement immediately in front of each individual lot.

IV.

USE OF RECREATIONAL FACILITIES

In the event recreational facilities of any type or nature are constructed upon common lands, the Association shall have the right to limit or establish the number of guests or invitees of individual lot owners who may use those facilities and may from time to time adopt rules and regulations relating to the use and control of such facilities.

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HOMEOWNERS' ASSOCIATION

1. Creation of The Association.

There shall be created or caused to be created a non-profit corporation under the laws of the State of Florida to be entitled the Blairstone Forest Homeowners Association, Inc. That corporation shall operate pursuant to Florida law and be governed by a Board of Directors.

A. The Association shall have the authority to enact reasonable rules and regulations for the implementation of the policies set out within these covenants.

B. There shall be three (3) classes of membership. Class A shall be the individual lot owners and there shall be as many memberships of Class A category as there are individual lots upon the completion of the project; Class B membership shall be the membership of the Declarant hereunder; Class C membership shall be the membership of the mortgagees on each individual lot and there shall be no more votes than there are individual lot mortgagees or equitable lien holders if the individual lots are sold under "Contract for Deed." Class C membership shall have the right to vote only on material changes or amendments to these covenants.

C. Class B membership shall be the only voting membership until the occurrence of the earlier of either of the following:

(1) One hundred twenty (120) days after 75% of the individual lots in the project have been conveyed to individual lot owners; or

(2) Three years following conveyance of the first individual lot to an individual lot owner.

(3) Upon the occurrence of either condition above, Class B membership shall cease to exist and shall have no voting rights.

D. Upon the occurrence of condition 1 above, the Declarant hereunder shall have one Class A membership

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for each unsold individual lot.

E. Upon the occurrence of condition 2 above, the Declarant shall have one Class A vote per unsold lot; the number of sold individual lots shall be multiplied by a factor which shall produce a number of Class A votes which is greater than the number of unsold individual lots.

F. By the Declarant filing in the public records of Leon County a legal description of the new tract and a new "plat", the provisions of Article IX, Sec. 2 concerning amendment shall not apply to such a change in the legal description of the lands encumbered or benefited by these covenants.

2. Powers and Duties.

The Association, in addition to the powers and duties set forth elsewhere in these covenants, the by-laws and rules and regulations established by the Association, shall have the following powers, duties and responsibilities:

A. It shall own in fee simple, maintain and otherwise manage all common lands as shown on Page 28 hereof and all facilities, improvements and landscaping thereon together with common lands on any additional or adjacent projects acquired or developed by the grantor hereof.

B. It may grant easements, where necessary across common lands for the location of utilities. It shall have the authority likewise to grant easements across individual lots for the location of utilities so long as the same are done prior to the first conveyance of that individual lot from the grantor hereunder to an individual lot owner.

C. It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on common lands.

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D. It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

3. Architectural Control Committee of the Association.

A. The Association shall create a committee to be entitled the Architectural Control Committee. Until such time as the declarant ceases to have control of the membership pursuant to Article V, Paragraph 1, it shall serve as the Architectural Control Committee.

B. The Architectural Control Committee shall, after its formation and establishment, be the arm of the Association which is hereby charged with the responsibility of maintaining the integrity, character and aesthetic nature of the project, the homes on individual lots, and making any and all decisions as to variances or violations of these covenants.

C. Until such time as by operation of these covenants the grantor hereunder extracts itself from the management and control of the Association, it shall serve as the Architectural Control Committee and have all the powers, duties and responsibilities granted to that Committee under these covenants. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the grantor hereunder shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members for a period of three years from the date of the recordation of these covenants, or until the occurrence of the earlier of the events set out in Article V, Paragraph 1, above.

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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

NOV 2 10 37 AM 1983

PAUL F. HASTINGS
CLERK OF CIRCUIT COURT

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ADDENDUM OF LAND TO
RESTRICTIVE COVENANTS OF BLAIRSTONE FOREST,
AN UNRECORDED PLAT

WHEREAS, there is in existence a subdivision known as Blairstone Forest, being a subdivision of land, situate, lying and being in Leon County, Florida;

WHEREAS, there are restrictive covenants placed of record running with the land and governing the use, appearance, and aesthetic quality of that subdivision, recorded at Official Records Book 1003, page 718 through 749, of the public records of Leon County, Florida;

WHEREAS, pursuant to Section II, No. 1, entitled Submission of Property and Subsequent Additional Property to Restrictive Covenants, the developer and declarant thereof, Blairstone Development Corporation, Inc., a Florida corporation, is authorized to submit additional adjoining lands to the operation of those restrictive covenants by filing in the public records of Leon County a legal description of the new tract of land together with a statement in writing executed by the declarant submitting those lands to the operation of the covenants;

WHEREAS, the Blairstone Forest Homeowner's Association, Inc., a Florida not-for-profit corporation, an organization of individual lot owners within BLAIRSTONE FOREST has agreed and consented to the bringing within or under the existing restrictive covenants, those new lands;

NOW, THEREFORE, WITNESSETH this statement:

1. Blairstone Development Corporation, Inc., a Florida corporation, hereby, pursuant to the provisions of Section II, No. 1, states:

a. It has acquired lands immediately adjacent to the lands comprising Blairstone Forest, as more particularly described in that certain legal description recorded at OR Book 1003, page 750, of the public records of Leon County, Florida, and

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TALLAHASSEE, FLORIDA 32303

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that such land has a common boundary with that tract of land of approximately 1.17 acres and more particularly described in Attachment "A" hereto which attachment is made a part hereof by reference as if fully and completely set out verbatim herein; and

b. And that upon such 1.17 acres shall be constructed a project similar in character, nature, and design and layout to Blairstone Forest;

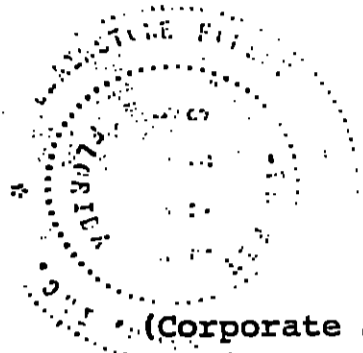
c. That it is desirous of imposing those same restrictive covenants set out above at OR Book 1003, page 718 through 749, upon the approximately 1.17 acres, and does hereby, as the owner in fee simple of that approximately 1.17 acres, impose, impress, and encumber those 1.17 acres with the restrictive covenants set out above at OR Book 1003, page 718 through 749. Those covenants shall run with the said 1.17 acres and be binding upon the declarant, its grantees, heirs, assigns, and transferees, deraigning title from and through the declarant.

2. That attached hereto is the statement of the Blairstone Forest Homeowner's Association, Inc., a Florida not-for-profit corporation, specifically expressing no opposition to the imposition of the covenants and restrictions applicable to its property over and on to that property set out in Schedule "A" referred to above, and the bringing within its organization those additional individual lot owners who shall come to purchase and own lots within the said 1.17 acres to be developed.

3. That the said Blairstone Forest Homeowner's Association, Inc., notes and finds that said 1.17 acres are in fact contiguous with Blairstone Forest and that two-thirds of each class of its voting members have approxed such annexation or merger into its organization.

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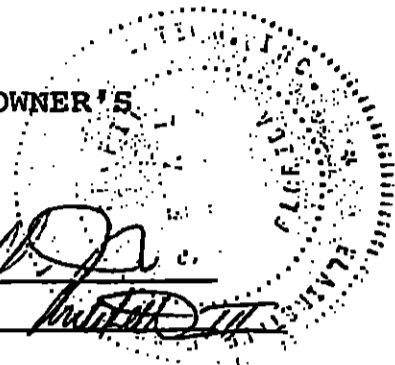
DONE, REVIEWED, SIGNED, AND SEALED this 31st day
of October, 1983.



(Corporate Seal)

BLAIRSTONE FOREST HOMEOWNER'S
ASSOCIATION, INC.

By *Charles B. Mitchell, Jr.*
Attest *Charles B. Mitchell, III*



(Corporate Seal)

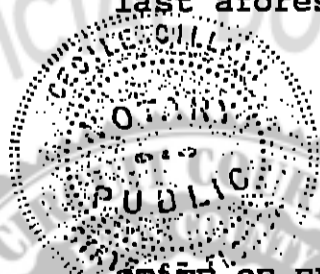
BLAIRSTONE DEVELOPMENT CORPORATION,
INC.

By *Charles B. Mitchell, III*
Attest *Charles B. Mitchell, Jr.*

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 acknowl-
edgments, personally appeared CHARLES B. MITCHELL, JR
and CHARLES B. MITCHELL, III, well known to me to be the
PRESIDENT and VICE-PRESIDENT, respectively
of the corporation known as BLAIRSTONE FOREST HOMEOWNER'S ASSO-
CIATION, INC., and that they severally acknowledged executed the
foregoing in the presence of two subscribing witnesses freely and
voluntarily under authority duly vested in them by said corporation,
and that the seal affixed thereto is the true corporate seal of said
corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 31st day of October, 1983.



Cecile Gillman
Notary Public, State of Florida
at Large

My Commission Expires: Dec. 14, 1986

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 acknowl-
edgments, personally appeared CHARLES B. MITCHELL, III
and CHARLES B. MITCHELL, JR., well known to me to be the
PRESIDENT and JR. VICE-PRESIDENT, respectively,
of the corporation known as BLAIRSTONE DEVELOPMENT CORPORATION, INC.,

UNOFFICIAL DOCUMENT

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and that they severally acknowledged executing the foregoing in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 1983.

Cecile Gillman

Notary Public, State of Florida
at Large

My Commission Expires: Dec. 14, 1986



- 4 -



1017 THOMASVILLE ROAD

GREEN AND FONVIELLE, P.A.
ATTORNEYS AT LAW

TALLAHASSEE, FLORIDA 32303

OR1088PG2137

CONSENT OF

BLAIRSTONE FOREST HOMEOWNER'S ASSOCIATION, INC.

WHEREAS, there is in existence a Florida not-for-profit corporation known as Blairstone Forest Homeowner's Association, Inc.;

WHEREAS, that association is made up of individual lot owners owning lots in a subdivision known as Blairstone Forest, which subdivision has imposed upon its lands, certain restrictive covenants recorded at OR Book 1003, pages 718 through 749;

WHEREAS, the association states and acknowledges that it has the power to merge with or consolidate with other non-profit corporations, and to bring within its control and power additional residential properties only if those properties are contiguous with the existing Blairstone Forest, and only upon the approval of two-thirds of each class of its voting members;

WHEREAS, it is desirous of expressing its approval of the extension of its covenants and restrictions to an additional 1.17 acres, which said acreage has a common boundary line with and will have constructed upon it a project similar in character, nature, design and layout to the character, nature, design and layout of Blairstone Forest;

NOW, THEREFORE, Blairstone Forest Homeowner's Association, Inc., does hereby declare that each class of its voting members have voted approval of the extension of those covenants and restrictions recorded at OR Book 1003, page 718 through 749, of the public records of Leon County, Florida, to those 1.17 acres more particularly described in Exhibit "A" attached hereto and made a part hereof by reference as if fully set out verbatim herein.

BLAIRSTONE FOREST HOMEOWNER'S ASSOCIATION, INC.

By [Signature]

Attest [Signature]

GREEN AND FONVIELLE, P.A.
ATTORNEYS AT LAW

TALLAHASSEE, FLORIDA 32303

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF LEON:

OR1088PG2138

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES B. MITCHELL, JR. and CHARLES B. MITCHELL, JR., well known to me to be the PRESIDENT and VICE-PRESIDENT, respectively, of the corporation known as Blairstone Forest Homeowner's Association, Inc., and that they severally acknowledged executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 1983.

Cecile Gillman

Notary Public, State of Florida
at Large

My Commission Expires: Dec. 14, 1986


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GREEN AND FONVJELLE, P.A.
ATTORNEYS AT LAW

TALLAHASSEE, FLORIDA 32303

1017 THOMASVILLE ROAD

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

BROWARD DAVIS & ASSOC., INC.
PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.
President

JERROLD R. HINTON, P.L.S.
Vice President
Secretary-Treasurer

NEVINS C. SMITH, JR., P.E.
Vice President — Administration



WALTER A. JOHNSON, P.E., P.L.S.
Vice President — Engineering

LARRY E. DAVIS, P.L.S.
Vice President — Surveying

LEE F. DOWLING, P.L.S.
Vice President — Surveying

July 22, 1981

OR1088PG2139

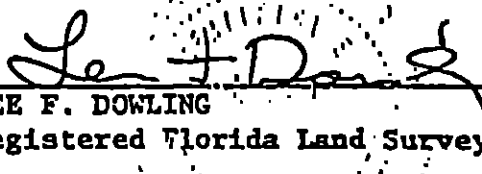
BLAIRSTONE FOREST

1.17 Acre Tract

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

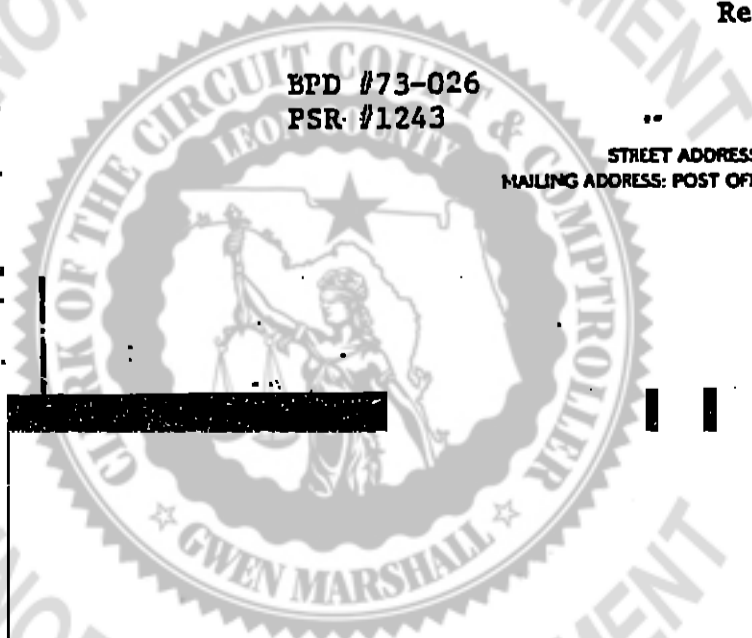
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at a terra cotta monument marking the Southeast corner of the Northwest Quarter of Section 8, Township 1 South, Range 1 East, Leon County, Florida, and run North 00 degrees 21 minutes 46 seconds West along the East boundary of the Northwest Quarter of said Section 8 a distance of 241.75 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 57 minutes 59 seconds East 102.13 feet to a concrete monument marking a point of curve to the left, thence along said curve with a radius of 30.00 feet, through a central angle of 67 degrees 58 minutes 24 seconds, for an arc distance of 35.59 feet to a concrete monument lying on a curve concave to the Northwesterly on the Northwesterly right of way boundary of Blairstone Boulevard (100 foot right of way), thence from a tangent bearing of North 22 degrees 09 minutes 10 seconds East run Northeasterly along said right of way curve with a radius of 1961.19 feet, through a central angle of 08 degrees 24 minutes 38 seconds, for an arc distance of 287.88 feet to a concrete monument, thence South 89 degrees 38 minutes 09 seconds West 220.40 feet to a concrete monument on the East boundary of the Northwest Quarter of said Section 8, thence South 00 degrees 21 minutes 46 seconds East along said East boundary 291.06 feet to the POINT OF BEGINNING; containing 1.17 acres, more or less.


LEE F. DOWLING
Registered Florida Land Surveyor, No. 2661

BPD #73-026
PSR #1243

STREET ADDRESS: 2114 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32308 • (904) 878-4195



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