

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ST. AUGUSTINE PLACE

14381621

THIS DECLARATION, is made and executed this 17 day of April, 1990, by R. RICHARD YATES, JR. and SAMUEL L. ELLIOTT, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit "A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" attached hereto and which will be divided into thirty-three (33) residential townhouse lots and four (4) office residential lots, as reflected in Exhibit "B" attached hereto and made a part hereof by this reference, 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 ~~abut~~ ^{benefit} ~~the~~ ^{each} ~~owner~~ ^{owner} ~~the~~ ^{the} benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to ST. AUGUSTINE PLACE HOMEOWNER'S ASSOCIATION, INC., a nonprofit 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 described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association at the time of the conveyance of the first Lot consists of the easements set forth in this Declaration and the Plat of ST. AUGUSTINE PLACE. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the lots described on the Plat of ST. AUGUSTINE PLACE.

Section 6. "Declarant" shall mean and refer to R. RICHARD YATES, JR. and SAMUEL L. ELLIOTT, and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and the Declarant owns no other lots.

Section 7. "Plat of St. Augustine Place" shall mean and refer to the plat of ST. AUGUSTINE PLACE to be recorded in the Public Records of Leon County, Florida.

ARTICLE II

Property Rights

Section 1. Owner's 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 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 (60) days for any infraction of its published rules and regulations;

(b) 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 or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication,

transfer or mortgage signed by two-thirds (2/3) 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. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) 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) April 1, 1993.

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 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 and for 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 for the residential townhouse lots shall be Sixty and No/100 Dollars (\$60.00) per Lot, and for the office residential lots, shall be One Hundred and Twenty and No/100 Dollars (\$120.00) 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 twenty-five percent (25%) above the assessment for the previous year without a vote of the membership.

(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 twenty-five percent (25%) 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 Section 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 ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual 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 first Lot. 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 (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 the 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 eighteen percent (18%) 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. The 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 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

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Section 1. Easement for Ingress, Egress and Utility Purposes.

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described and depicted in Composite Exhibit "C" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such area shall be subject to the Lot Owner's easement for ingress and egress.

Section 2. Utility Easement. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of each Owner of a dwelling unit within a building containing attached dwelling units a non-exclusive easement over, across and under the Lots and which such building is located for the installation, maintenance, replacement and repair of utility lines including electricity, telephone, gas, water, sewer and cable television. In the event of any installation, replacement or repair, the party making such installation or repair shall restore the property to the condition existing immediately prior to such installation and repair. The said easement shall not extend over, through or under any portion of the building unless the building is constructed with utility service to one side of the building with the utility lines and facilities running through the attic area of the building. In such event, an easement shall exist for the maintenance, repair and replacement of such utility lines in the manner as originally constructed. In the event any utility line or facility is damaged

or destroyed by the act or omission of an Owner, such Owner shall repair or replace such line or facility at his sole cost and expense and restore all the property to the condition existing immediately prior to such repair or replacement.

Section 3. Easement for Encroachments. The Declarant hereby reserves, excepts, imposes, grants and creates a perpetual easement to and on behalf of the Declarant and each Owner for encroachments created during the initial construction by the Declarant of permanent improvements to the Lots. Such easements shall extend to and cover encroachments of the party walls and portions of buildings, driveways and walkways.

ARTICLE VI

Architectural Control

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall nay exterior addition to or change or alteration therein be made in the shape, color or appearance of the exterior of existing improvements, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, color, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by

the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be R. RICHARD YATES, JR., SAMUEL L. ELLIOTT, and LOU CALLAHAN, who shall serve until all Lots are sold and transferred by the Declarant. In the event any of the initial members resign or become unable or unwilling to serve prior to the sale, conveyance and improvement to all Lots, the Declarant shall have the right to appoint the replacement to the Architectural Committee. Thereafter, all members, who must be Owners, shall serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

(1) Building plans showing floor plans and front, side and rear elevations.

(2) Exterior finish schedule showing material, style, and color for all surfaces.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Lot Owners

against a diminution of value resulting from the construction of a structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

ARTICLE VII

Land Use and Building Type

No Lot shall be used except for residential or office residential purposes and such other purposes set forth in this Declaration. No building, landscaping or improvement of any type

shall be erected, altered, installed, placed or permitted to remain on any Lot other than a single family townhouse residence together with customary outbuildings, and landscaping as approved by the Architectural Control Committee for the thirty-three (33) residential townhouse lots, and an office type building as approved by the Architectural Committee for the four (4) office residential lots.

ARTICLE VIII

Subdivision of Lot

No Lot shall be re-subdivided.

ARTICLE IX

Additional Rules and Powers of Association

In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage the roadways, common areas and stormwater facilities located in the Property, with the maintenance and management of the stormwater facilities to be in accordance with its approved plans and permits, together with all other facilities, improvements and landscaping appurtenant thereto, and all property amenities owned or built by the Association.

(b) Grant easements where necessary for utilities, cable television, and sewer and drainage facilities over the common areas or easement or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

ARTICLE X

Maintenance of Landscaping and Other Areas

Each Owner shall be responsible for maintaining the lawn, landscaping, shrubs, trees, grass and sidewalks located on his Lot. The Association shall maintain the landscaping, including the trees, shrubs, and grass, within the boundaries of the property owned by the Association. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are owned by and/or to be maintained by the Association, including but not limited to parking rules and limitations on uses of common areas; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days' notice to the owner, the Association shall have the right (but not the obligation) to provide such maintenance or such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the work authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to go upon any such lot.

ARTICLE XI

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 XII

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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; provided, however, Declarant may maintain offices or storage facilities during construction. The Association may maintain a storage and maintenance building in such areas as may be agreed upon.

ARTICLE XIII

Party Walls

A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property 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 section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

C. 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 made 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.

D. Weatherproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against the elements.

E. 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.

F. Resolution of Disputes. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that board shall be determinative of the matter and binding upon the parties.

ARTICLE XIV

Signs

No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the easement areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except signs used by Declarant to advertise the property or houses during the construction and sale.

ARTICLE XV

Radio and Television Antenna Sports Equipment and Tanks

No exterior radio, television or satellite-dish antenna or sports and play equipment, such as basketball goals and playground equipment shall be installed on any portion of the Properties without the prior written approval of the Architectural Committee. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot.

ARTICLE XVI

Boats, Trailers, Recreational Vehicles and Activities

No boat, trailer, motorcycles, motor homes, campers, vans, planes or recreational vehicle may be parked or stored within the boundaries of the Property.

ARTICLE XVII

Access to Other Property

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access,

ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion determines necessary, appropriate or desirable.

ARTICLE XVIII

Vehicles Prohibited

No two (2), three (3), or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XIX

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 any Lot or other part of the Properties 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.

ARTICLE XX

Right to Lease

The homeowners shall have the absolute right to lease or rent their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations, and uses

contained in this Declaration and those contained in the Articles of Incorporation, the By-Laws, and any rules and regulations of the Association.

ARTICLE XXI

Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the property or any part of it.

ARTICLE XXII

Regulations

Reasonable regulations concerning the use of common areas and easement areas and all other areas which the Association owns or maintains may be made and amended from time to time by the Association, including but not limited to the establishment of rules and regulations concerning parking of vehicles. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and tenants.

ARTICLE XXIII

Pets

Household pets such as dogs or cats are permitted but no dog or cat shall be permitted to run free, and it must be leased or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

ARTICLE XXIV

Commercial Vehicles

No trucks, except pick-up trucks or similar size non-commercial passenger vans, shall be stored or parked within the subdivision, unless engaged in isolated instances of transporting goods, materials or services to a residence in the subdivision.

ARTICLE XXV

Clotheslines

No laundry, mattresses, bedding materials, or clothing shall be hung on or over railings or patio fences of any home. Clotheslines are prohibited except inside a fenced-in patio and not substantially visible to neighbors.

ARTICLE XXVI

Limitation of Liability of Association

Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the property, the Association shall not be liable to homeowners, their invitees, or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired, by the Association or caused by acts of God or by third parties.

ARTICLE XXVII

Estimates of Cost of Repairs and Reconstruction

Within a reasonable time after casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

ARTICLE XXVIII

General Provisions

Section 1. Enforcement. Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, and any Regulations adopted by the Association. Upon failure of a homeowner to so comply, the Declarant, the Association, any Mortgagees having a first lien on a house, and other homeowners shall have the right to institute legal proceedings to enforce compliance, and the prevailing party shall be entitled to recover its or his legal costs, including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provisions of the hereinabove documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

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

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Any such annexation shall subject said lands to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. 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 seventy-five percent (75%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, 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, and amendment of this Declaration.

ARTICLE XXIX

Insurance and Homeowner's Obligation to Rebuild

(a) Each homeowner shall maintain fire and extended coverage insurance on his house in an amount equal to the maximum insurance replacement value. The Association may require the homeowner to provide written evidence of such coverage annually. In the event

of loss, subject to the consent and approval of any mortgagees named as a loss payee, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors or the Association shall otherwise agree.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within thirty (30) days after the damage occurs, and shall be completed within one hundred eighty (180) days after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE XXX

Development by Declarant

No provisions contained herein shall prevent Declarant, his contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such signs on the property as he thinks to be helpful for the sale, lease, or other disposition of houses.

ARTICLE XXXI

Election of Board of Directors

In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarant shall, subject to the following limitations, be entitled to appoint all of the members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of: (1) April 1, 1993; or (2) the date on which the Declarant has sold the last of the houses in the subdivision.

ARTICLE XXXII

Variances

Variances for minor deviations from this Declaration may be granted by Declarant or the Architectural Control Committee at any time to Declarant or any property owner owning a lot within the Property.

ARTICLE XXXIII

Titles

The titles to each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

ARTICLE XXXIV

Duration

Unless sooner terminated by the unanimous vote of all homeowners and all first mortgagees of record, these covenants and restrictions shall be binding until December 31, 2020.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

Laurenda W. Calkation
William J. D.

R. RICHARD YATES, JR.

Laurenda W. Calkation
William J. D.

SAMUEL L. ELLIOTT

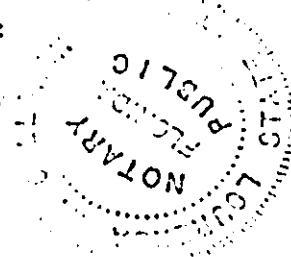
STATE OF FLORIDA,
COUNTY OF LEON.

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 R. RICHARD YATES, JR., to me known to be the person who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State named above this 17th day of April, 1990.

Laurenda W. Calkation
NOTARY PUBLIC
My Commission Expires:

5/31/91



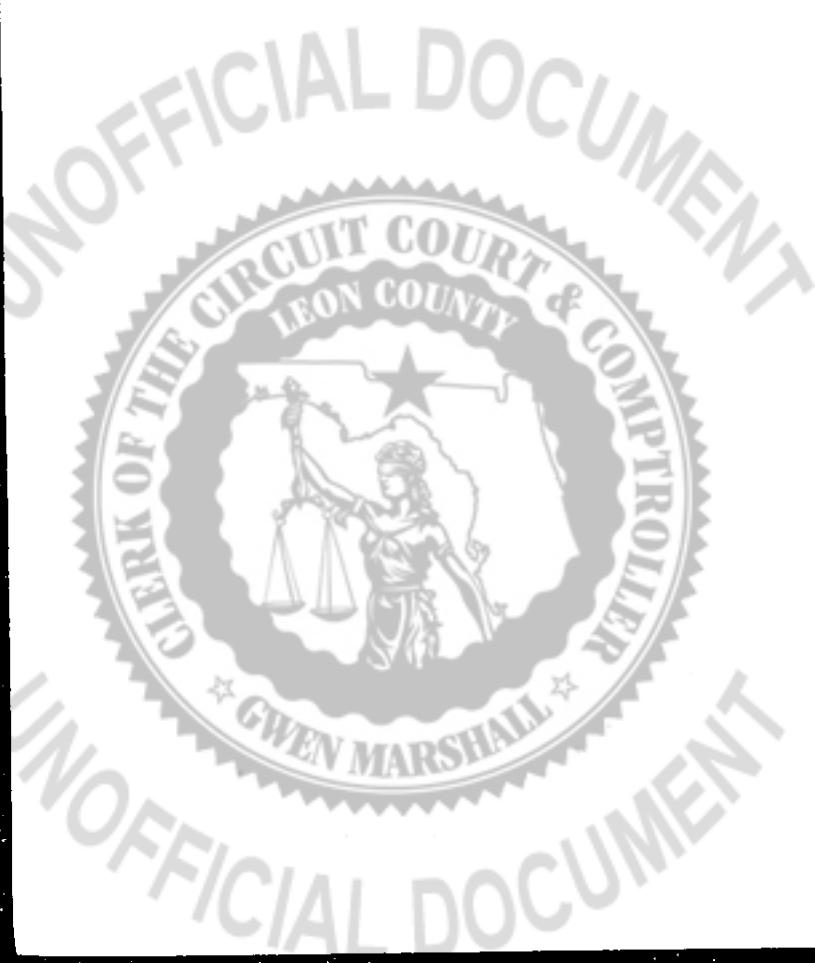
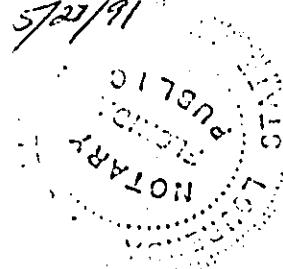
UNOFFICIAL DOCUMENT

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 SAMUEL L. ELLIOTT, to me known to be the person who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State named above this 11th day of April, 1990.

Leurenda W. Callahan
NOTARY PUBLIC
My Commission Expires: 5/27/91



Commence at the Southeast Corner of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run North along the East boundary of said Section 4, a distance of 180.88 feet to a point on the North boundary line of the maintained right-of-way for Old St. Augustine Road and the Southeast corner of that real estate granted, bargained and sold to Robert C. Moon and Jessie R. Moon, his wife, and C. Lee Moon and Kathryn M. Moon, his wife, and Harold A. Shampine and Mona M. Shampine, his wife, as described in a Deed dated February 13, 1948, and recorded in Deed Book 96, Page 530, of the Public Records of Leon County, Florida, then North 79 degrees 26 minutes West along said North right-of-way boundary and the South boundary of said parcel recorded in Deed Book 96, Page 530, a distance of 1399.34 feet, more or less, to a concrete monument at the Southwest corner of said parcel recorded in Deed Book 96, Page 530, and a point on a line taken as the West boundary of the East Half the Southeast Quarter of said Section 4, then North 00 degrees 19 minutes East (Bearing Base) along the West boundary of said East Half and the West boundary of said parcel recorded in Deed Book 96, Page 530, a distance of 807.15 feet to an old iron pipe marking the Northwest corner of said parcel described in Deed Book 96, Page 530, then North 85 degrees 47 minutes 48 seconds East along the North boundary of said parcel described in Deed Book 96, Page 530, a distance of 259.85 feet, then South 00 degrees 19 minutes West, a distance of 874.49 feet to a point on said North right-of-way boundary of St. Augustine Road, then North 79 degrees 26 minutes West, along said North right-of-way boundary and the South boundary of said parcel described in Deed Book 96, Page 530, a distance of 263.24 feet to the POINT OF BEGINNING.

“EXHIBIT A”

0143811643

SINGLE FAMILY RESIDENCE
O.R.

GEORGIA TECHNICAL INSTITUTE
UNDEVELOPED
O.R.

SINGLE FAMILY RESIDENTIAL
A-2 

SINGLE FAMILY RESIDENTIAL

“EXHIBIT B”

143811644

LEGAL DESCRIPTION
EASEMENT "B"
(INGRESS, EGRESS AND UTILITY EASEMENT)

COMMENCE AT A IRON PIPE MARKING THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN NORTH 179.06 FEET TO THE NORTHERLY MAINTAINED RIGHT OF WAY FOR OLD ST. AUGUSTINE ROAD, THEN RUN NORTH 79 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID RIGHT OF WAY 1199.19 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 79 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID RIGHT OF WAY 55.00 FEET, THEN RUN NORTH 10 DEGREES 50 MINUTES 00 SECONDS EAST 97.75 FEET, TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT, THEN RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 272.50 FEET, THRU A CENTRAL ANGLE OF 10 DEGREES 31 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 50.02 FEET, THEN RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS EAST 536.45 FEET, THEN RUN SOUTH 85 DEGREES 47 MINUTES 21 SECONDS WEST 17.74 FEET, THEN RUN NORTH 04 DEGREES 12 MINUTES 39 SECONDS WEST 55.00 FEET, THEN RUN NORTH 85 DEGREES 47 MINUTES 21 SECONDS EAST 95.00 FEET, THEN RUN SOUTH 04 DEGREES 12 MINUTES 39 SECONDS EAST 55.00 FEET, THEN RUN SOUTH 85 DEGREES 47 MINUTES 21 SECONDS WEST 22.09 FEET, THEN RUN SOUTH 00 DEGREES 19 MINUTES 00 SECONDS WEST 540.80 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 327.50 FEET THRU A CENTRAL ANGLE OF 10 DEGREES 31 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 60.11 FEET, THEN RUN SOUTH 10 DEGREES 50 MINUTES 00 SECONDS WEST 97.71 FEET TO THE POINT OF BEGINNING; CONTAINING 0.993 ACRES, MORE OR LESS.



COMPOSITE
"EXHIBIT C"

SEEING BASE: 0.2300 AC 1105 PG 1747

LEON CO. FLA.

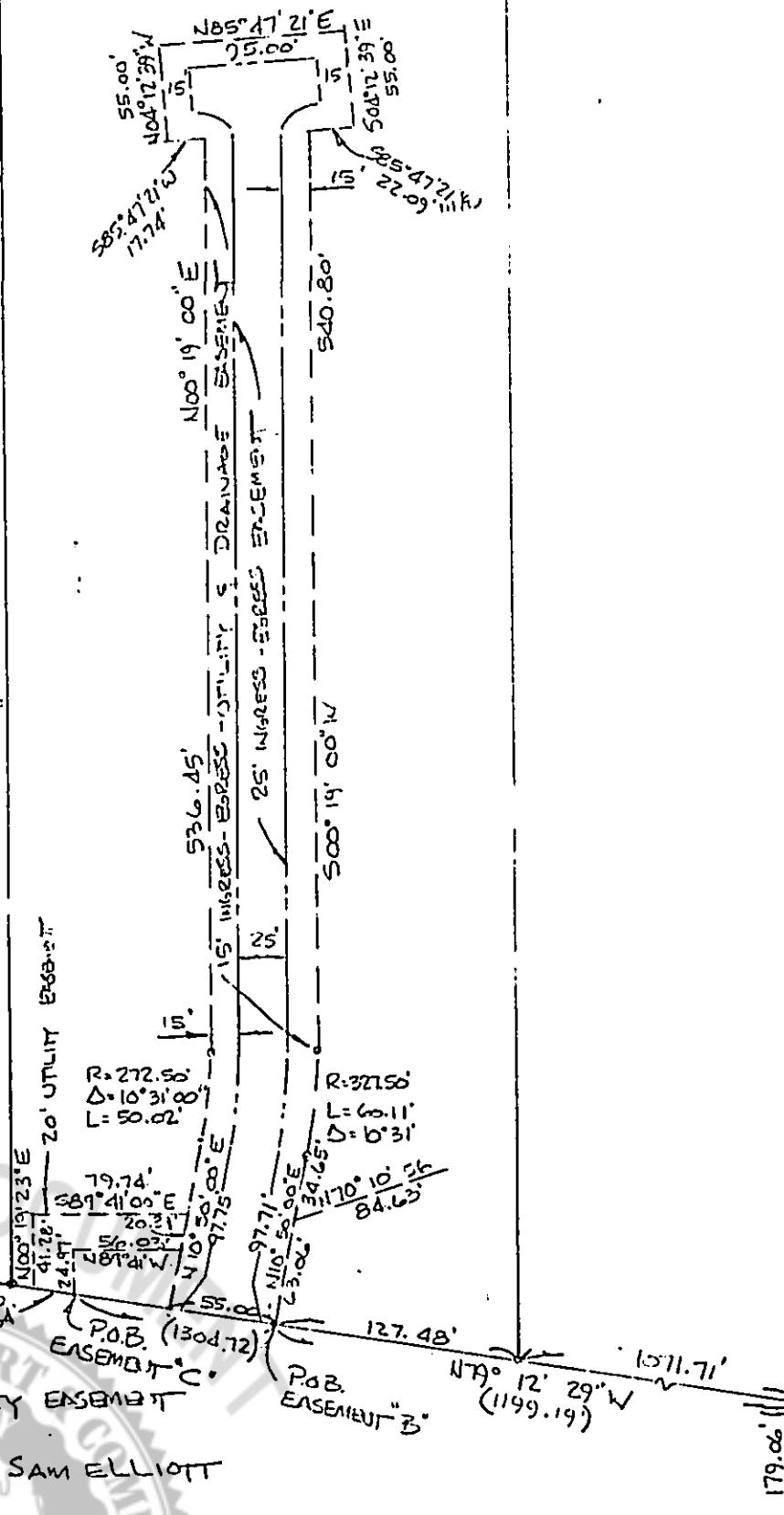
143811645

LEGAL DESCRIPTION
"SEE ATTACHED"

SKETCH & LEGAL OF:
INGRESS, EGRESS & UTILITY EASEMENT
FOR:

RICHARD YATES AND SAM ELLIOTT

R/1/2
OLD ST. AUGUSTINE



SE. 4, T. 1-5, R. 1-E
LEON CO. FLA.

SCALE: N.T.S.	DATE FIELDWORK: 7-6-89	DATE OF DRAFTING: 3-6-90	DATE COMPLETED: 89093
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I hereby certify that this plat, to the best of my knowledge and belief, accurately represents the survey and that the survey data shown hereon complies with chapter 27, section 6 of the F.A.C.

Donald P. Proud
Registered Florida
Land Surveyor No. 4037



GROUND CONTROL INC.

Professional Surveying Services
Land Planning

PO BOX 38264
TALLAHASSEE, FLORIDA 32315
PH. NO. (904) 562-2269

0143871646

LEGAL DESCRIPTION
EASEMENT "A"
(DRAINAGE EASEMENT)

COMMENCE AT A IRON PIPE MARKING THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, LEON COUNTY, FLORIDA AND RUN NORTH 179.06 FEET TO THE NORTHERLY MAINTAINED RIGHT OF WAY FOR OLD ST. AUGUSTINE ROAD, THEN RUN NORTH 79 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID RIGHT OF WAY 1071.71 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 79 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID RIGHT OF WAY 127.48 FEET, THEN RUN NORTH 10 DEGREES 50 MINUTES 00 SECONDS EAST 63.06 FEET, THEN RUN NORTH 70 DEGREES 10 MINUTES 56 SECONDS EAST 84.63 FEET, THEN RUN NORTH 35 DEGREES 14 MINUTES 58 SECONDS EAST 16.40 FEET, THEN RUN NORTH 00 DEGREES 19 MINUTES 00 SECONDS EAST 694.81 FEET, THEN RUN NORTH 46 DEGREES 56 MINUTES 24 SECONDS WEST 33.93 FEET, THEN RUN SOUTH 85 DEGREES 47 MINUTES 22 SECONDS WEST 174.70 FEET, THEN RUN SUUTH 43 DEGREES 03 MINUTES 22 SECONDS WEST 14.89 FEET, THEN RUN SOUTH 00 DEGREES 19 MINUTES 23 SECONDS WEST 532.51 FEET, THEN RUN NORIH 89 DEGREES 41 MINUTES 00 SECONDS WEST 25.00 FEET, THEN RUN NORTH 00 DEGREES 19 MINUTES 23 SECONDS EAST 585.61 FEET, THEN RUN NORTH 85 DEGREES 47 MINUTES 21 SECONDS EAST 259.85 FEET, THEN RUN SOUTH 00 DEGREES 19 MINUTES 00 SECONDS WEST 874.62 FEET TO THE POINT OF BEGINNING; CONTAINING 1.156 ACRES, MORE OR LESS.



32016 BASE: O.R. 2001C 1105 Pg 1747

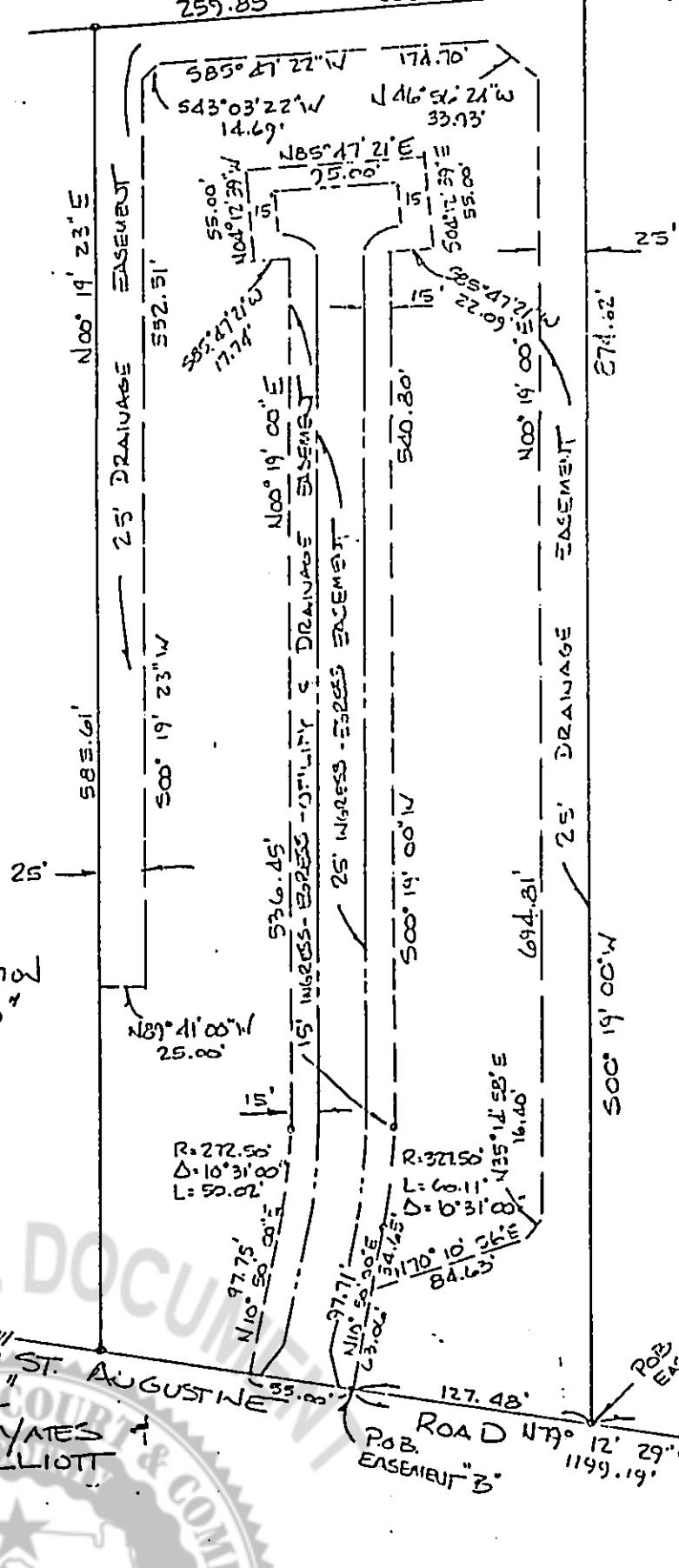
LEN CO. FLA.

259.85' N85° 47' 21"E

143811647

LEGAL DESCRIPTION
"SEE ATTACHED"

"SKETCH = LEGAL" ST. AUGUSTINE
FOR: RICHARD YATES +
SAM ELLIOTT



SE. 4, T-1-S, 2-1-E
LEN CO. FLA.

SCALE: N.T.S.	DATE FIELDWORK: 7-6-89	DATE OF DRAFTING: 3-6-90	DATE COMPLETED: 89093
I hereby certify that this plat, to the best of my knowledge and belief, accurately represents lands surveyed and that the survey data shown hereon complies with chapter 21, title 6 of the F.A.C.			
Donald P. Proud Registered Florida Land Surveyor No. 4037			 <p>GROUND CONTROL INC. Professional Surveying Services Land Planning PO BOX 38264 TALLAHASSEE, FLORIDA 32315 PH. NO. (904) 562-2269</p>