

This instrument was prepared by
and should be returned to:
Russell D. Gautier, Esquire
Moore, Williams, Bryant, Peebles
& Gautier, P.A.
Post Office Box 1169
Tallahassee, Florida 32302

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AUG 4 3 20 PM '93

DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BUCKHEAD SUBDIVISION

THIS DECLARATION is made and executed this 21st day of July, 1993, by Buckhead Partnership, a Florida general partnership, whose address is Post Office Box 13878, Tallahassee, Florida 32317, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, the 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, the Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such

additions thereto as may hereafter be effected pursuant to Article XXX.

Section 3. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Buckhead Subdivision, exclusive of the outparcels depicted thereon. The Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot.

Section 4. "Declarant" shall mean and refer to Buckhead Partnership, its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of the Declarant's rights hereunder.

Section 5. "Plat of Buckhead Subdivision" shall mean and refer to the final plat of Buckhead Subdivision a subdivision, to be recorded in the Public Records of Leon County, Florida.

ARTICLE II

EASEMENTS

The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property depicted as roadways, drainage easements, stormwater management facilities and utility easements on the Plat of Buckhead Subdivision

ARTICLE III

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, 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, 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 appointed by the Declarant (the "Architectural Committee"), as hereinafter provided. The initial Architectural Committee shall be Joseph R. Hannon, Nancy A. Hannon and Daniel M. Ausley. The Architectural Committee shall select a chairperson. The initial chairperson shall be Joseph R. Hannon. Upon the sale of all Lots by the Declarant, the majority of all Owners shall have the right to appoint the representatives to serve on the Architectural Committee with the Owners having one vote per Lot. The Declarant may designate an architect as a consultant to the Architectural Committee to review plans and specifications and advise and consult with the Architectural Committee on the plans and specifications. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) 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 members appointed by the Declarant shall serve at the pleasure of the Declarant. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the chairperson of the Architectural Committee. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The

plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

(1) Building plans showing floor plans, front, side and rear elevations and the pitch of the roof.

(2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements and the location and identification of all trees and vegetation to be removed or destroyed.

(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 name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such 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 Owners against a diminution of value resulting from the construction of a residence or other 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 and the overall Properties.
- (2) Character and quality of exterior improvements.
- (3) General quality in comparison with the existing improvements to the Lots.

- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) 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.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of any Owner or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner of such improvement shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by any other Owner and the Declarant. The Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice

shall not prejudice the Declarant's or any other Owner's rights under this Declaration.

The Declarant may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

ARTICLE IV

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. No above-ground swimming pool shall be approved or allowed. No outbuilding or other accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Architectural Committee, and does not exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility. Notwithstanding anything contained in this Declaration to the contrary, all outbuildings, cabins, barns, fences and other improvements now located on any portion of the Properties may be removed by the Declarant, and the existing cabin located on the property described in "Exhibit B" attached hereto may be maintained, improved and used as a sales office for the Declarant until such time as all Lots, including Lots in future annexed properties, have been sold and conveyed by the Declarant.

ARTICLE V**SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to resubdivide any Lot or change the boundaries of any Lot until conveyed by the Declarant.

ARTICLE VI**DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 2,250 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,200 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 2,250 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements and garages below grade level).

ARTICLE VII**BUILDING, DRIVEWAY AND FENCE LOCATION,****SIGHT RESTRICTIONS AND ROOF PITCH**

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than fifty (50) feet to the front Lot line; nearer than sixty (60) feet to the rear Lot line; nearer than twenty (20) feet to a side-interior Lot line; or nearer than thirty-five (35) feet to any side street line. For the purposes of this Article, eaves and steps shall not be considered as a part of a building,

provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than one (1) foot to an interior Lot line. No fence or wall shall be located nearer to the front Lot line than the rear of the primary building. No fence or wall shall exceed six (6) feet in height. No fence or wall shall be located nearer than two (2) inches to a Lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article III of this Declaration. The primary and front entrance of each detached single-family residence shall face the front Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanation from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The roof of any building shall have a minimum roof pitch of 6/12. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE VIII**GARAGES**

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2) and no more than four (4) automobiles. No carport shall be allowed on any Lot. The Owner of each Lot shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have a side or rear entrance which shall face a property line that is not a road right of way.

ARTICLE IX**NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE X**TEMPORARY STRUCTURES**

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XI**SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by the Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

ARTICLE XII

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the Owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article III of this Declaration. All pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

ARTICLE XIII

RADIO AND TELEVISION ANTENNA,

FLAGPOLES, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street and in a manner in which

it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

ARTICLE XIV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles are approved by the Architectural Committee.

ARTICLE XV

EXTERIOR MAINTENANCE

No weeds, underbrush or other unsightly growth shall be permitted to grow and remain on any Lot, and no refuse, trash or other unsightly material shall be placed or permitted to remain on any Lot. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, the sprinkler systems and the exterior of the building located on the Lot in a neat, safe and attractive condition.

ARTICLE XVI

BOATS, TRAILERS, RECREATIONAL VEHICLES

AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except entirely within an enclosed garage.

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 a pedestrian or vehicular 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 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 located and installed in the manner approved by the Architectural Committee. 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 or from

any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XX

TREE REMOVAL OR DAMAGE

AND MITIGATION

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee.

ARTICLE XXI

FACTORY BUILT STRUCTURES

No structure of any kind that is commonly known as "factory built," "modular," or "mobile home" construction shall be placed or permitted to remain on any Lot.

ARTICLE XXII

DRIVEWAYS AND PARKING AREAS

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate or pavers as approved by the Architectural Committee. All driveways shall have a minimum width of eight (8) feet and all sidewalks shall have a minimum width of four (4) feet. Black asphalt, gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner. Culverts beneath driveways shall have mitered end walls. No standing end walls shall be permitted. All driveways shall be constructed in a manner that will not alter or interfere with the drainage system within the Properties.

ARTICLE XXIII
EXTERIOR FINISHES
AND SHUTTERS

The exterior finish of all foundations shall be stucco or brick. The exterior finish of each side of each dwelling unit and accessory structure shall be stucco, brick, wood or such other material as may be specifically approved by the Architectural Committee, in its sole discretion, on a case-by-case basis. The exterior finish of each structure shall be consistent in quality, workmanship and detail on all sides of the structure. Hurricane and storm shutters may be used on a temporary basis, but shall be stored within an enclosed structure.

ARTICLE XXIV
UTILITY CONNECTIONS
AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

ARTICLE XXV
HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

ARTICLE XXVI

WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article III above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed. No fence shall be approved with exposed stringers or other structural components which are visible from any adjoining Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article III above.

ARTICLE XXVII

FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, slings, slingshots, and bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate governmental authorities.

ARTICLE XXVIII

WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system or sewage disposal of any type shall be permitted on any Lot.

ARTICLE XXIX

CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one (1) year after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Declarant may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization,

pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot and the approved landscaping plan must be implemented.

ARTICLE XXX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Annexation. (a) Additional residential property and common areas within the properties described in "Exhibit B" attached hereto may be annexed by the Declarant without the consent of any Owner within ten (10) years from the date this Declaration is recorded in the Public Records of Leon County, Florida. (b) Additional residential property and Common Areas may be annexed to the Properties with the consent of the Owners of two-thirds (2/3) of the Lots and the Declarant. (c) Any such annexation shall

subject said land 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. Development by the Declarant. No provisions contained herein shall prevent the Declarant, or the Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as the Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. 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 unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots.

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

WITNESSES:

Buckhead Partnership,
a Florida general partnership

Melissa L. West
Melissa L. West
Print or type name.

By: [Signature]
Joseph R. Hannon
Its: General Partner

Brenda C. Hutto
Brenda C. Hutto
Print or type name.

Melissa L. West
Melissa L. West
Print or type name.

By: Nancy A. Hannon
Nancy A. Hannon
Its: General Partner

Brenda C. Hutto
Brenda C. Hutto
Print or type name.

By: F and A Partnership, a
Florida general partnership
Its: General Partner

By: A.C.T., Inc.
Its: General Partner

Brenda C. Hutto
Brenda C. Hutto
Print or type name.

By: [Signature]
Daniel M. Ausley
Its: Vice President
(Corporate Seal)

Melissa L. West
Melissa L. West
Print or type name.

By: Frazee Family Partners,
Inc.
Its: General Partner

Celeste F. Lewis
Celeste F. Lewis
Print or type name.

By: [Signature]
John P. Frazee, Jr.
Its: President
(Corporate Seal)

Lisa M. Vogt
Lisa M. Vogt
Print or type name.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of July, 1993, by Joseph R. Hannon, as General Partner of Buckhead Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced N/A as identification and did not take an oath.

Brenda C. Hutto
Signature
Brenda C. Hutto
Print or type name.
NOTARY PUBLIC
My commission # _____
expires: _____



BRENDA C. HUTTO
MY COMMISSION # CC 053713 EXPIRES
November 23, 1994
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of July, 1993, by Nancy A. Hannon, as General Partner of Buckhead Partnership, a Florida general partnership, on behalf of the partnership. She is personally known to me or has produced N/A as identification and did not take an oath.

Brenda C. Hutto
Signature
Brenda C. Hutto
Print or type name.
NOTARY PUBLIC
My commission # _____
expires: _____



BRENDA C. HUTTO
MY COMMISSION # CC 053713 EXPIRES
November 23, 1994
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th day of July, 1993, by Daniel M. Ausley, as Vice President of A.C.T., Inc., a Florida corporation, on behalf of the corporation as General Partner of F and A Partnership, a Florida general partnership, as General Partner of Buckhead Partnership, a Florida general partnership, on behalf of Buckhead Partnership. He is personally known to me or has produced N/A as identification and did not take an oath.

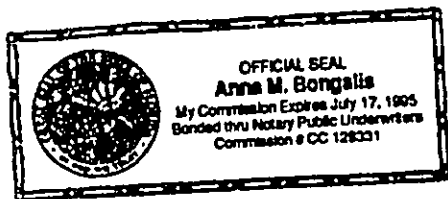
Brenda C. Hutto
Signature
Brenda C. Hutto
Print or type name.
NOTARY PUBLIC
My commission # _____
expires: _____



BRENDA C. HUTTO
MY COMMISSION # CC 053713 EXPIRES
November 23, 1994
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF Florida
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 21st day of July, 1993, by John P. Frazee, Jr., as President of Frazee Family Partners, Inc., a Florida corporation, on behalf of the corporation as General Partner of F and A Partnership, a Florida general partnership, as General Partner of Buckhead Partnership, a Florida general partnership, on behalf of Buckhead Partnership. He is personally known to me or has produced personally known as identification and did not take an oath.



Anna Maria Bongalis
 Signature
Anna Maria Bongalis
 Print or type name.
 NOTARY PUBLIC
 My commission # 128331
 expires: 7/17/95

LEGAL DESCRIPTION

BUCKHEAD, PHASES 1A AND 2A

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A TERRA COTTA MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 11 AND RUN SOUTH 00 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID SECTION 11 A DISTANCE OF 465.00 FEET, THENCE NORTH 38 DEGREES 12 MINUTES 34 SECONDS WEST 149.41 FEET, THENCE SOUTH 59 DEGREES 26 MINUTES 10 SECONDS WEST 238.69 FEET, THENCE SOUTH 60 DEGREES 20 MINUTES 16 SECONDS WEST 74.00 FEET, THENCE NORTH 29 DEGREES 39 MINUTES 44 SECONDS WEST 41.72 FEET, THENCE SOUTH 60 DEGREES 20 MINUTES 16 SECONDS WEST 193.81 FEET, THENCE NORTH 22 DEGREES 31 MINUTES 58 SECONDS WEST 86.34 FEET, THENCE SOUTH 86 DEGREES 54 MINUTES 04 SECONDS WEST 75.00 FEET, THENCE SOUTH 59 DEGREES 55 MINUTES 37 SECONDS WEST 164.73 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 1132.19 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 125.87 FEET (THE CHORD OF SAID ARC BEING NORTH 24 DEGREES 52 MINUTES 50 SECONDS WEST 125.81 FEET), THENCE SOUTH 61 DEGREES 56 MINUTES 04 SECONDS WEST 68.00 FEET, TO A POINT LYING ON A CURVE CONCAVE TO THE WESTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 1064.19 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 49 MINUTES 51 SECONDS, FOR AN ARC DISTANCE OF 34.01 FEET (THE CHORD OF ARC BEING SOUTH 27 DEGREES 09 MINUTES 00 SECONDS EAST 34.00 FEET), THENCE SOUTH 62 DEGREES 57 MINUTES 05 SECONDS WEST 187.84 FEET, THENCE SOUTH 14 DEGREES 13 MINUTES 23 SECONDS WEST 124.79 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 85 DEGREES 42 MINUTES 55 SECONDS WEST 342.48 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 01 DEGREE 02 MINUTES 18 SECONDS WEST 568.57 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 52 MINUTES 02 SECONDS WEST 168.51 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 00 DEGREES 20 MINUTES 55 SECONDS WEST 61.26 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 70 DEGREES 35 MINUTES 25 SECONDS WEST 72.25 FEET, THENCE SOUTH 79 DEGREES 46 MINUTES 13 SECONDS WEST 161.46 FEET, THENCE NORTH 03 DEGREES 16 MINUTES 06 SECONDS WEST 554.97 FEET, THENCE NORTH 23 DEGREES 11 MINUTES 56 SECONDS WEST 228.00 FEET, THENCE NORTH 42 DEGREES 07 MINUTES 49 SECONDS WEST 310.00 FEET, THENCE SOUTH 73 DEGREES 15 MINUTES 52 SECONDS WEST 100.00 FEET, THENCE SOUTH 24 DEGREES 15 MINUTES 57 SECONDS WEST 101.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE SOUTHERLY, THENCE WESTERLY ALONG SAID CURVE WITH A RADIUS OF 439.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 62.72 FEET (THE CHORD OF SAID ARC BEING NORTH 69 DEGREES 49 MINUTES 39 SECONDS WEST 62.67 FEET), THENCE NORTH 73 DEGREES 55 MINUTES 14 SECONDS WEST 104.60 FEET, THENCE SOUTH 04 DEGREES 19 MINUTES 25 SECONDS WEST 73.54 FEET, THENCE SOUTH 73 DEGREES 55 MINUTES 14 SECONDS EAST 89.61 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 367.00 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 42 MINUTES 32 SECONDS, FOR AN ARC DISTANCE OF 75.00 FEET (THE CHORD OF SAID ARC BEING SOUTH 68 DEGREES 03 MINUTES 58 SECONDS EAST 74.87 FEET), THENCE SOUTH 30 DEGREES 03 MINUTES 26 SECONDS EAST 157.71 FEET, THENCE SOUTH 16 DEGREES 27 MINUTES 59 SECONDS EAST 285.00 FEET, THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS WEST 189.40 FEET, THENCE NORTH 19 DEGREES 43 MINUTES 16 SECONDS WEST 56.04 FEET, THENCE SOUTH 70 DEGREES 16 MINUTES 44 SECONDS WEST 77.00 FEET, THENCE SOUTH 19 DEGREES 43 MINUTES 16 SECONDS EAST 45.00 FEET, THENCE SOUTH 80 DEGREES 45 MINUTES 31 SECONDS WEST 368.03 FEET, THENCE NORTH 76 DEGREES 44 MINUTES 33 SECONDS WEST 260.00 FEET, THENCE NORTH 76 DEGREES 27 MINUTES 28 SECONDS WEST 112.11 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY BOUNDARY OF CENTERVILLE ROAD, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY AS FOLLOWS: NORTH 16 DEGREES 39 MINUTES 09 SECONDS EAST 200.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 16 DEGREES 04 MINUTES 46 SECONDS EAST 100.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 17 DEGREES 13 MINUTES 31 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 14 DEGREES 56 MINUTES 02 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 16 DEGREES 04 MINUTES 46 SECONDS EAST 100.00 FEET TO A CONCRETE MONUMENT, THENCE NORTH 17 DEGREES 13 MINUTES 31 SECONDS EAST 100.02 FEET TO A CONCRETE MONUMENT, THENCE NORTH 15 DEGREES 30 MINUTES 24 SECONDS EAST 300.00 FEET TO AN IRON PIN, THENCE NORTH 17 DEGREES 02 MINUTES 59 SECONDS EAST 130.24 FEET TO A CONCRETE MONUMENT ON THE NORTH BOUNDARY OF SAID SECTION 11, THENCE LEAVING THE EASTERLY RIGHT OF WAY BOUNDARY OF SAID CENTERVILLE ROAD RUN NORTH 89 DEGREES 42 MINUTES 21 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 11 A DISTANCE OF 2978.33 FEET TO THE POINT OF BEGINNING; CONTAINING 57.83 ACRES, MORE OR LESS.

EXHIBIT A

BROWARD DAVIS & ASSOC., INC.PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMABROWARD P. DAVIS, PLS, RLS
DAVID J. BARTLETT, PLS
LARRY E. DAVIS, PLS
RUFUS L. DICKEY, PLS
LEE F. DOWLING, PLS, RLS
TOMIE R. GREEN, PLS
THERESA B. HEIKER, PEJERROLD R. HUNTON, PLS
WALTER A. JOHNSON, PE, PLS
CLIFFORD M. LAMB, EI
WILLIAM E. SCHMID, AICP
KATHLEEN R. SHIRAH, PE, PLS
NEVINS C. SMITH, JR., PE
ROGER V. WYNN, EI

November 9, 1992

BUCKHEAD

Overall Boundary

I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

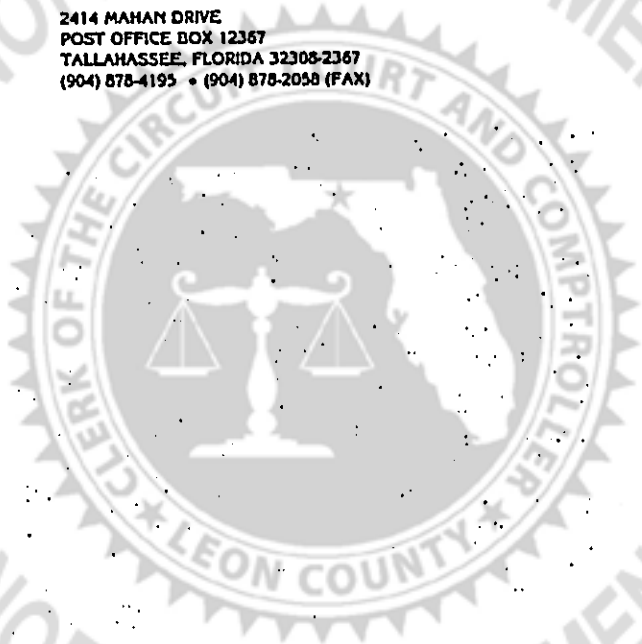
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A tract of land lying in Section 11, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta monument marking the Northeast corner of said Section 11 and run South 00 degrees 33 minutes 51 seconds East along the East boundary of said Section 11 a distance of 2377.33 feet to a concrete monument, thence South 89 degrees 32 minutes 05 seconds West along the North boundary of property described in Official Records Book 981, Page 777 of the Public Records of Leon County, Florida, and a projection thereof a distance of 1970.75 feet to a concrete monument, thence run South 89 degrees 25 minutes 31 seconds West along the North boundary of property described in Deed Book 210, Page 240 and Official Records Book 1072, Page 2315 of the Public Records of Leon County, Florida, a distance of 1654.92 feet to a concrete monument on the Easterly right of way boundary of Centerville Road, thence Northerly along said Easterly right of way boundary as follows: North 08 degrees 25 minutes 38 seconds East 7.05 feet to a Department of Transportation iron pin, thence North 15 degrees 33 minutes 34 seconds East 424.67 feet to a Department of Transportation iron pin, thence North 17 degrees 48 minutes 01 second East 138.18 feet, thence North 72 degrees 11 minutes 59 seconds West 77.32 feet, thence North 17 degrees 28 minutes 07 seconds East 70.64 feet, thence North 18 degrees 59 minutes 06 seconds East 100.21 feet, thence North 17 degrees 49 minutes 18 seconds East 100.21 feet, thence North 16 degrees 05 minutes 12 seconds East 100.22 feet, thence North 16 degrees 38 minutes 19 seconds East 100.19 feet, thence North 18 degrees 46 minutes 47 seconds East 44.63 feet, thence North 16 degrees 04 minutes 46 seconds East 55.50 feet,

"EXHIBIT B"

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2414 MAHAN DRIVE
POST OFFICE BOX 12367
TALLAHASSEE, FLORIDA 32308-2367
(904) 878-4195 • (904) 878-2058 (FAX)1570 ROCK QUARRY ROAD
POST OFFICE BOX 1343
STOCKBRIDGE, GEORGIA 30281
(404) 389-0229 • (404) 389-0223 (FAX)

BUCKHEAD
Overall Boundary
November 9, 1992
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thence North 16 degrees 39 minutes 09 seconds East 100.00 feet, thence North 14 degrees 21 minutes 40 seconds East 100.04 feet, thence North 16 degrees 39 minutes 09 seconds East 200.00 feet, thence North 16 degrees 04 minutes 46 seconds East 100.00 feet, thence North 17 degrees 13 minutes 31 seconds East 100.02 feet, thence North 14 degrees 56 minutes 02 seconds East 100.02 feet, thence North 16 degrees 04 minutes 46 seconds East 100.00 feet, thence North 17 degrees 13 minutes 31 seconds East 100.02 feet, thence North 15 degrees 30 minutes 24 seconds East 300.00 feet, thence North 17 degrees 02 minutes 59 seconds East 130.25 feet to the North boundary of said Section 11, thence leaving the Easterly right of way boundary of said Centerville Road run North 89 degrees 42 minutes 21 seconds East along the North boundary of said Section 11 a distance of 2978.33 feet to the POINT OF BEGINNING.

Less and Except the following described property:

A tract of land lying in Section 11, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a terra cotta monument marking the Northeast corner of said Section 11 and run South 00 degrees 33 minutes 51 seconds East along the East boundary of said Section 11 a distance of 1395.99 feet, thence North 89 degrees 31 minutes 15 seconds West 1149.22 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 31 minutes 15 seconds West 477.92 feet to a concrete monument on the Easterly right of way boundary of a proposed roadway, thence North 00 degrees 20 minutes 55 seconds East along said right of way boundary 61.26 feet to a concrete monument, thence North 89 degrees 52 minutes 02 seconds East 168.51 feet to a concrete monument, thence North 01 degree 02 minutes 18 seconds East 568.57 feet to a concrete monument, thence North 85 degrees 42 minutes 55 seconds East 342.48 feet to a concrete monument, thence South 03 degrees 42 minutes 45 seconds West 661.10 feet to the POINT OF BEGINNING; containing 5.06 acres, more or less.

Also Less and Except:

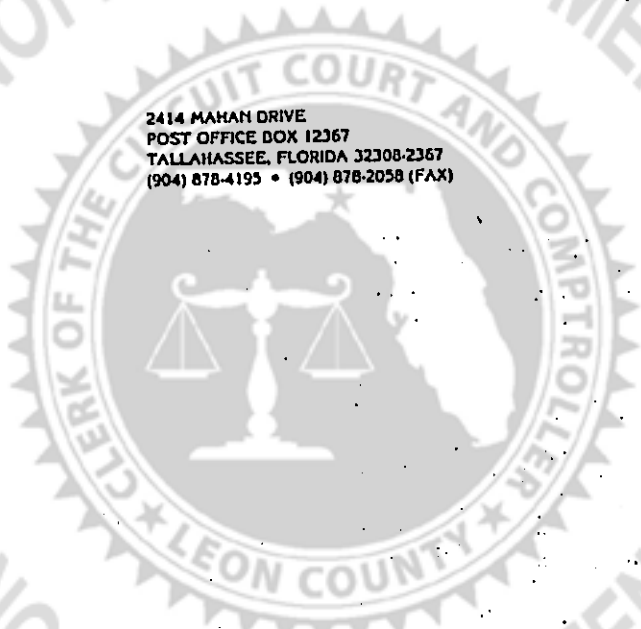
The South Half of the following described property:

Five acres, more or less, in Section 11, Township 1 North, Range 1 East in the Northeast Quarter of the Northeast Quarter, more particularly described in General Probate Order Book 3, Page 212 as follows: Beginning at a point 7 chains West of the Northeast corner of Section 11, Township 1 North, Range 1 East, run thence West 2.50 chains, thence South 20 chains, thence East 2.50 chains, and thence North 20 chains to the POINT OF BEGINNING. The property being one-half of the property owned by Amy Burney Knight during her lifetime.

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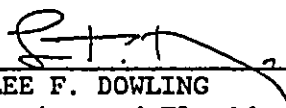
2414 MAHAN DRIVE
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TALLAHASSEE, FLORIDA 32308-2367
(904) 878-4195 • (904) 878-2058 (FAX)

1570 ROCK QUARRY ROAD
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BUCKHEAD
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The foregoing described property containing, Less Exception, 174.18
acres, more or less.



LEE F. DOWLING
Registered Florida Surveyor No. 2661

BPD #75-201
PSR #11505

"EXHIBIT B"
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