

OR 2013 PG 1991

00381121

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

MAY 20 3 02 PM '97

DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

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

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTWOOD**

This Supplementary Declaration of Covenants, Conditions and Restrictions of Eastwood (this "Supplementary Declaration") is made and executed this 20 day of MAY, 1997, by B.P., Inc., a Florida corporation, whose address is 1174 Capital Circle, S.E., Tallahassee, Florida 32301, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant previously executed and caused to be recorded that Declaration of Covenants, Conditions and Restrictions of Eastwood dated December 11, 1987, and recorded in Official Records Book 1294 at Page 1156 of the Public Records of Leon County, Florida, hereinafter referred to as the "Declaration;" and

WHEREAS, the Declaration provides for annexation of certain additional lands; and

WHEREAS, the Declarant previously executed and caused to be recorded that First Amendment to Declaration of Covenants, Conditions and Restrictions of Eastwood dated July 10, 1992, and recorded in Official Records Book 1577 at Page 399 of the Public Records of Leon County, Florida, whereby the Declarant annexed the additional lands described therein including the property described in "Exhibit A" attached hereto (the "Property"); and

WHEREAS, the Declarant is platting the Property as Eastwood Unit 2B and desires to impose upon the Property certain additional and supplementary covenants, conditions and restrictions.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. All defined terms set forth in the Declaration shall have the same meaning when used herein, unless otherwise stated.

2. Association shall mean and refer to Eastwood of Tallahassee Homeowners' Association, Inc., which is the non-profit corporation having jurisdiction of the Properties described in the Declaration, including the Property. The reference to Eastwood Homeowners Association, Inc., in the Declaration is a misnomer. Eastwood of Tallahassee Homeowners' Association, Inc., is the entity responsible for discharging all obligations and exercising all authority imposed on or granted to Eastwood Homeowners Association, Inc., in the Declaration.

3. The provisions set forth in Section 3, Article IV of the Declaration providing for maximum annual assessments shall not apply to the Property.

4. The Declarant agrees that the Declarant shall be entitled to only one (1) vote for each Lot within the Property.

5. An estimate of the reasonably expected total maintenance and replacement costs for private streets and roads and other common area facilities, prepared by the engineer of record, is attached hereto as "Exhibit B."

6. All Lots within the Property shall be subject to assessment on the first day of the month following the recording of the plat of the Property in the Public Records of Leon County, Florida.

7. The Declarant and each Owner acquiring title to a Lot within the Property shall be deemed to agree that the Association shall be required to dedicate to public use any street or road within the Property whenever two-thirds (2/3rds) of the Owners present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept for maintenance the subject street or road as a public right of way.

8. The Declarant and each Owner acquiring title to a Lot within the Property shall be deemed to agree that the Declaration may be amended during the twenty (20) year period commencing with the recording of the Declaration by an instrument signed by not less than eighty percent (80%) of the Lot Owners within the Property and ninety percent (90%) of the Lot Owners within the first phase of development described in and originally subjected to the Declaration.

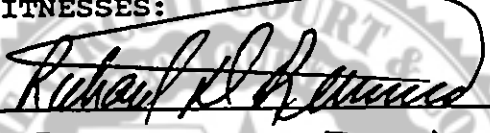
9. This Supplementary Declaration may be amended within twenty (20) years after the recording of the Declaration by an instrument signed by not less than eighty percent (80%) of the Lot Owners within the Property and thereafter by an instrument signed by not less than seventy-five percent (75%) of the said Lot Owners.

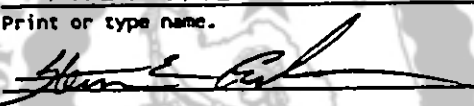
10. Any amendment to any provision of the Declaration or this Supplementary Declaration which incorporates the provisions of Section 10-1556(a)(1) through (a)(13) of the Code of Laws, Leon County, Florida, shall require the written consent and joinder of the county.

11. This Supplementary Declaration is not intended to affect, and shall not be construed as affecting, the rights of the Owners of Lots in the first phase of development described in and originally subjected to the Declaration.

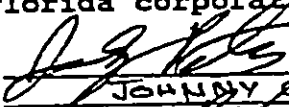
IN WITNESS WHEREOF, B.P., Inc. has caused this Supplementary Declaration to be executed the day and year first above written.

WITNESSES:

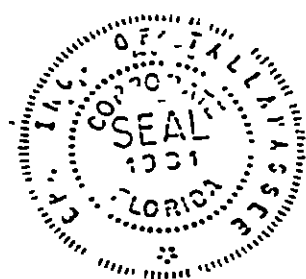

RICHARD D REINERT
 Print or type name.


STEVEN E. GIBSON
 Print or type name.

B.P., Inc.,
 a Florida corporation

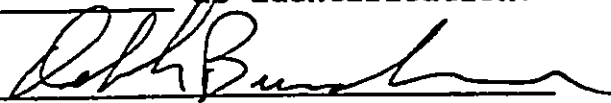
By: 
 Its: JOHNNY E PETRANDIS
VICE PRESIDENT

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20
day of May, 1997, by Johnny Petrandis,
as Vice-Pres. of B.P., Inc., a Florida corporation,
on behalf of the corporation. He or she is personally known to me
or has produced _____ as identification.


Signature

Print or type name.
NOTARY PUBLIC

My commission expires:



Deborah Bundschuh
MY COMMISSION # CGS02971 EXPIRES
December 14 1999
BONDED THRU TROY FAIR INSURANCE, INC.

UNOFFICIAL DOCUMENT

CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY
GWEN MARSHALL

UNOFFICIAL DOCUMENT



NOBLES, VARNUM & ASSOCIATES, INC.

CIVIL ENGINEERING • LAND SURVEYING • LANDSCAPE ARCHITECTURE
LAND USE PLANNING • ENVIRONMENTAL ANALYSIS & PERMITTING

OR 2013 PG 1994

March 20, 1997
NVA Project No 1706

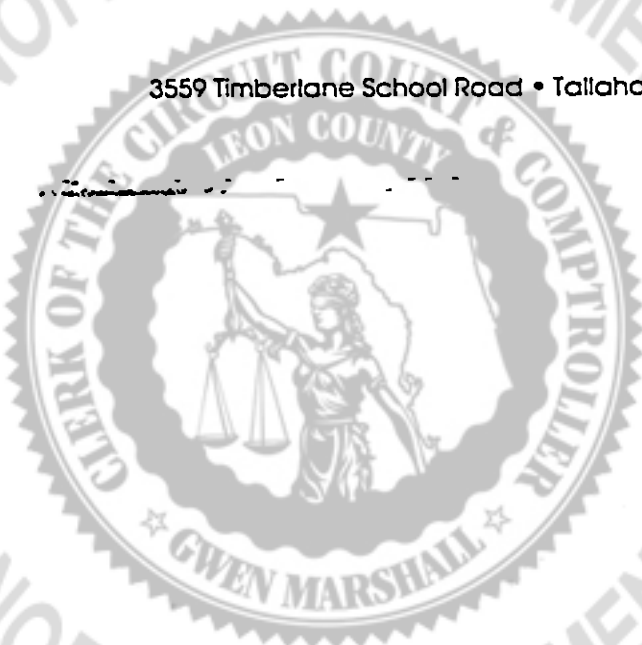
EXHIBIT "A"

EASTWOOD UNIT 2-B 91.60 ACRES MORE OR LESS

Begin at a concrete monument marking the Northeast corner of Lot 2 Block "E", Eastwood Unit 1, a subdivision as per plat or map thereof, recorded in Plat Book 9, Page 83, of the Public Records of Leon County, Florida, thence North 88 degrees 25 minutes 03 seconds West a distance of 199 90 feet to a concrete monument, thence North 01 degrees 31 minutes 37 seconds East a distance of 94 96 feet to a concrete monument, thence North 88 degrees 22 minutes 06 seconds West a distance of 192 19 feet to a concrete monument, thence North 04 degrees 51 minutes 53 seconds West a distance of 70 56 feet to an iron axle, thence North 01 degrees 35 minutes 02 seconds East a distance of 734 85 feet to a concrete monument, thence South 89 degrees 17 minutes 26 seconds East a distance of 2695 89 feet to a terra-cotta monument, thence South 01 degrees 21 minutes 00 seconds East a distance of 1345.18 feet to a concrete monument, thence South 89 degrees 29 minutes 54 seconds West a distance of 1380 49 feet to a concrete monument, thence South 00 degrees 00 minutes 29 seconds East a distance of 669 22 feet to a concrete monument, thence North 52 degrees 11 minutes 31 seconds West a distance of 213 43 feet to a concrete monument, thence South 78 degrees 49 minutes 48 seconds West a distance of 135 33 feet to concrete monument, thence South 62 degrees 00 minutes 19 seconds West a distance of 158 58 feet to a concrete monument, thence North 52 degrees 11 minutes 31 seconds West a distance of 150 00 feet to a concrete monument on the Southeasterly right of way boundary of Matt Wing Road, thence North 52 degrees 11 minutes 31 seconds West a distance of 60 00 feet to a concrete monument on the Northwesterly right of way boundary of Matt Wing Road, thence leaving said right of way boundary North 42 degrees 15 minutes 58 seconds West a distance of 577 01 feet, thence North 10 degrees 42 minutes 56 seconds East a distance of 262 92 feet, thence North 04 degrees 46 minutes 31 seconds West a distance of 305 51 feet to the POINT OF BEGINNING, containing 91 60 acres, more or less

3559 Timberlane School Road • Tallahassee, Florida 32312 • Phone 904-668-3211 • Fax 904-668-3106

FLORIDA LICENSE NUMBER LC 0240



"Exhibit B"

ESTIMATED MAINTENANCE AND
REPLACEMENT COSTS

The following are the estimated maintenance and replacement costs for the private roads and streets and other common area facilities for Eastwood Unit 2B, Leon County, Florida

<u>Item</u>	<u>Period</u>	<u>Present Value</u>
Mowing	6 times per year	\$ 600 00 per year
Sand filter replacement	3 years	\$ 2,250 00 every 3 years
1 1/2" Type S-3 asphalt	15 years	\$ 33,028 00 every 15 years

The future itemized costs at an annual percentage rate of 6% are as follows

<u>Item</u>	<u>15 Year Future Value</u>
Mowing	\$ 13,966 00
Sand filter replacement	\$ 19,593 00
Asphalt paving	\$ 79,168.00

The annualized costs at an annual percentage rate of 6% are as follows

<u>Item</u>	<u>Annual Cost</u>
Mowing	\$ 601 00
Sand filter replacement	\$ 842 00
Asphalt paving	<u>\$ 3,404.00</u>
Total	\$ 4,847 00

For the 55 lots in Eastwood Unit 2B the annual assessment would be approximately \$ 88 00 per lot.

To the best of my knowledge the cost estimates provided herein, which are based on information given to me, are believed to accurately represent the itemized materials and services listed above



APR 30 1997
Elliott W. Varnum, P.E., F.I. Reg. No. 24905
Vice President
Nobles, Varnum and Associates, Inc.