

NOV 29 1 27 PM '94

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 29th day of November, 1994, 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 IIA 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.

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:

Pamela B Williams
Pamela B Williams
Print or type name.
Russell D. Gautier
Russell D. Gautier
Print or type name.

B.P., Inc.,
a Florida corporation
By: Jimmy G. Petrandis
Jimmy G. Petrandis
Its: President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th
day of November, 1994, by Jimmy G. Petrandis,
as President of B.P., Inc., a Florida corporation,
on behalf of the corporation. He or she is personally known to me
or has produced NA as identification.

Pamela B Williams

Signature

Print or type name.

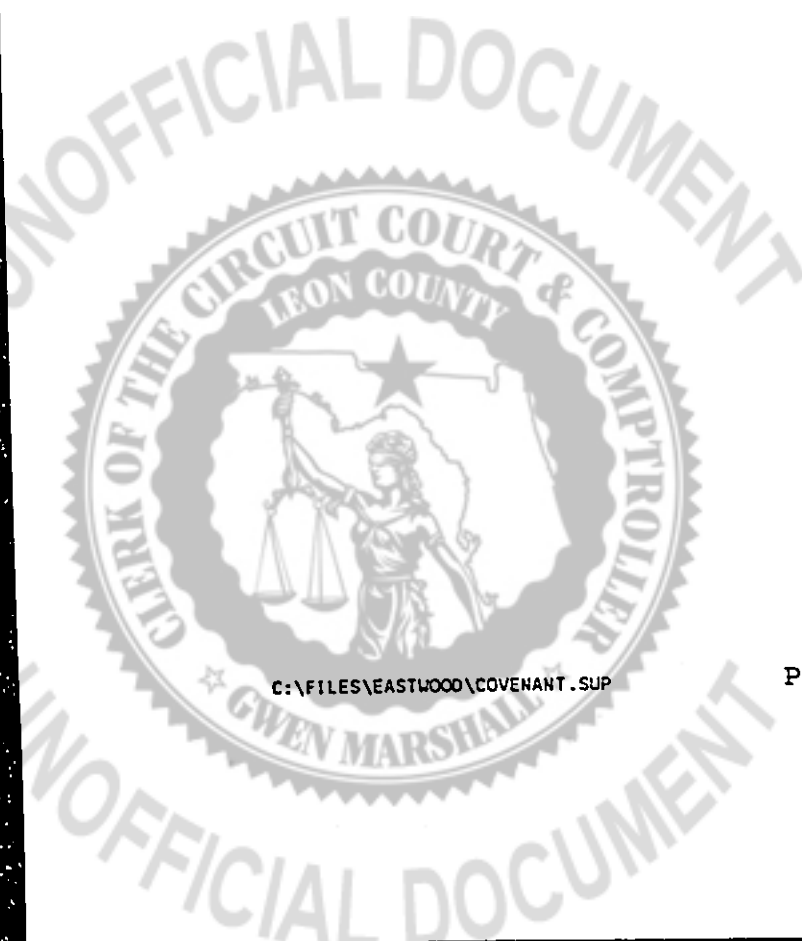
NOTARY PUBLIC

My commission # _____

expires: _____



PAMELA B. WILLIAMS
MY COMMISSION # CC 18843 EXPIRES
December 15, 1995
BONDED THRU TROY FARM INSURANCE, INC.





OR 1777PG2375
NOBLES, VARNUM & ASSOCIATES, INC.

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LAND USE PLANNING • ENVIRONMENTAL ANALYSIS & PERMITTING

"EXHIBIT A"

**EASTWOOD UNIT NO. 2A
43.56 ACRES**

Commence at a concrete monument marking the intersection of the North boundary of the South half of the Southwest quarter of Section 14, Township 1 South, Range 2 East, Leon County, Florida, with the Easterly right of way boundary of the 100 foot right of way of State Road No. 154 (WW Kelly Road) said monument also being located 1101.26 feet East of an iron pipe marking the Southwest corner of property described in Official Records Book 123, Page 474 of the Public Records of Leon County, Florida, and run thence East 300.34 feet, thence North 00 degrees 02 minutes 38 seconds West 1326.26 feet, thence North 89 degrees 51 minutes 43 seconds East 165.89 feet, thence North 00 degrees 02 minutes 43 seconds West 1310.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 88 degrees 45 minutes 14 seconds West 1038.93 feet, thence North 00 degrees 32 minutes 05 seconds East 614.85 feet, thence North 89 degrees 26 minutes 49 seconds West 572.20 feet to a point on the Northeasterly corner of Lot 5, Block "D" of Eastwood Unit No. 2, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 83 of the Public Records of Leon County, Florida, thence run North 30 degrees 26 minutes 50 seconds West along the Northeasterly boundary of Block "D" of said Eastwood Unit No. 2 a distance of 744.89 feet to a point on the Southeasterly right of way of Goodwin Drive, said point being on a curve concave Northwesterly, thence run Northeasterly along said right of way curve with a radius of 1140.74 feet through a central angle of 10 degrees 43 minutes 16 seconds for an arc length of 213.45 feet (chord of 213.14 feet bears North 50 degrees 45 minutes 16 seconds East) thence North 45 degrees 23 minutes 38 seconds East along said Southeasterly right of way 73.18 feet to a point of curve to the right, thence along said curve with a radius of 731.21 feet through a central angle of 00 degrees 40 minutes 40 seconds for an arc length of 8.65 feet (chord of 8.65 feet bears North 45 degrees 51 minutes 20 seconds East) to the intersection of the Southeasterly right of way of Goodwin Drive with the Southwesterly right of way of Matt Wing Road, thence leaving the Southeasterly right of way of Goodwin Drive run South 35 degrees 21 minutes 10 seconds East along the Southwesterly right of way of Matt Wing Road a distance of 434.86 feet to a point of curve to the left, thence along said curve with a radius of 751.54 feet, through a central angle of 59 degrees 54 minutes 00 seconds for an arc length of 523.39 feet (chord of 512.88 feet

"EXHIBIT A"

bears South 55 degrees 18 minutes 14 seconds East) thence leaving the Southwesterly right of way of Matt Wing Road run North 11 degrees 31 minutes 17 seconds East along the Southeasterly boundary of Lot 14, Block "C" of said Eastwood Unit No. 1 a distance of 549.49 feet to a point on the Southeasterly boundary of Lot 4, Block "C" of said Eastwood Unit No. 2, thence run North 81 degrees 45 minutes 12 seconds East along the Southerly boundary of Lots 4, 5, 6 and 7 of said Block "C" a distance of 296.34 feet to the Northwesterly corner of Lot 15, Block "C" of Eastwood Unit No. 1, thence run South 04 degrees 04 minutes 34 seconds East along the Westerly boundary of Lots 15, 16, 17 and 18 Block "C" of said Eastwood Unit No. 1 a distance of 499.93 feet to the Southwesterly corner of Lot 18, Block "C", thence run North 86 degrees 44 minutes 55 seconds East along the Southerly boundary of Lot 18, Block "C" of said Eastwood Unit No. 1 a distance of 275.23 feet to a point on the Easterly boundary of Erin Drive, said point being on a curve concave Easterly, thence run Northwesterly along said curve with a radius of 675.56 feet through a central angle of 48 degrees 12 minutes 39 seconds for an arc length of 568.44 feet (chord of 551.82 feet bears North 00 degrees 32 minutes 37 seconds West) to a point on the Southwesterly boundary of Lot 1, Block "B" of said Eastwood Unit No. 1, thence run South 64 degrees 13 minutes 17 seconds East along the Southerly boundary of Block "B" a distance of 386.84 feet, thence run South 42 degrees 15 minutes 58 seconds East 577.01 feet to a point on the Northwesterly boundary of Matt Wing Road, thence run South 52 degrees 11 minutes 31 seconds East 60.00 feet to the Southerly boundary of Matt Wing Road, thence run South 37 degrees 48 minutes 29 seconds West along the Southerly boundary of Matt Wing Road a distance of 440.14 feet, thence leaving said Southerly boundary run South 48 degrees 57 minutes 02 seconds East 141.38 feet, thence South 41 degrees 02 minutes 18 seconds West 260.00 feet to a point on the Southwesterly right of way of Roger Hamlin Road, thence run South 48 degrees 57 minutes 42 seconds East along the Southwesterly right of way of Roger Hamlin Road a distance of 84.59 feet, thence leaving said Southwesterly right of way run South 41 degrees 02 minutes 18 seconds West 207.06 feet to the POINT OF BEGINNING containing 43.56 acres more or less.



OR 1-777PG2311



NOBLES, VARNUM & ASSOCIATES, INC.

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LAND USE PLANNING • ENVIRONMENTAL ANALYSIS & PERMITTING

"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 2A, 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	\$ 1,500.00 every 3 years
1 1/2" Type S-3 asphalt	15 years	\$ 16,941.00 every 15 years

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

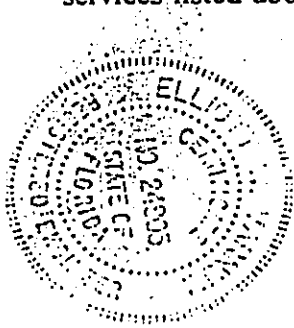
<u>Item</u>	<u>15 Year Future Value</u>
Mowing	\$ 13,966.00
Sand filter replacement	\$ 13,062.00
Asphalt paving	\$ 40,608.00

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

<u>Item</u>	<u>Annual Cost</u>
Mowing	\$ 600.54
Sand filter replacement	\$ 561.67
Asphalt paving	<u>\$ 1,746.14</u>
Total	\$ 2,908.35

For the 34 lots in Eastwood Unit 2A the annual assessment would be approximately \$ 86.00 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.



Elliott W. Varnum, P.E. #24905
Vice President
Nobles, Varnum and Associates, Inc.

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