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GLENWOOD

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED IN THE PUBLIC RECORDS
OF LEON COUNTY, FLORIDA
AUG 24 3 20 PM 1984
CLERK OF COUNTY COURT

683692

THIS DECLARATION, made on the date hereinafter set forth, by GLENWOOD PARTNERSHIP, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tallahassee, County of Leon, State of Florida, which is more particularly described as:

Commence at the Southeast corner of Lot 7, Block "B" of GLENWOOD ESTATES as recorded in Plat Book 2, page 11 of the Public Records of Leon County, Florida, said point being designated as the Southwest corner of Section 28, Township 1 North, Range 1 East on said plat and run East 50 feet to an iron pin with cap on the East right-of-way boundary of Hi Lo Way (Second Avenue on said plat of Glenwood Estates), said pin marking the POINT OF BEGINNING. From said POINT OF BEGINNING, run North 00 degrees 42 minutes 22 seconds West along said Easterly right-of-way boundary 528.41 feet to a concrete monument marking the Southwest corner of the "Replat of Replat of a Portion of Glenwood Estates" as recorded in Plat Book 6, page 18 of the Public Records of Leon County, Florida, thence North 89 degrees 27 minutes 43 seconds East along the South boundary of said Replat of Replat 454.89 feet to an iron pipe, thence North 00 degrees 34 minutes 20 seconds West along the boundary of said Replat of Replat 30.00 feet to a concrete monument, thence North 89 degrees 27 minutes 43 seconds East along the South boundary of said Replat of Replat 124.80 feet to a concrete monument, thence South 00 degrees 34 minutes 20 seconds East 563.58 feet to a terra cotta monument, thence South 89 degrees 58 minutes 27 seconds West (bearing base) along the North boundary of Forest Green (Unrecorded) 578.48 feet to the POINT OF BEGINNING; containing 7.14 acres more or less, and subject to a sanitary sewer lift station.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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:

1. A roadway easement for the ingress and egress, common use and enjoyment of all present and future owners of lots in Glenwood. Said easement is intended to be created hereby and is more particularly described in EXHIBIT ONE.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to GLENWOOD HOMEOWNERS' ASSOCIATION, INC., 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 hereinbefore described, 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) in which the Association has a roadway easement for the ingress, egress, common use and enjoyment of the owners. The Common Area in which the Association shall have an interest at the time of conveyance of the first Lot is described in EXHIBIT ONE.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any unrecorded subdivision map of GLENWOOD subdivision.

Section 6. "Declarant" shall mean and refer to GLENWOOD PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of the development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' 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 of 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer 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.

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. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 the (3) votes for each Lot owned. The Class B membership shall cease and be conveyed to Class A membership on the happening of either 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) on December 31, 1986.

ARTICLE IV

DEFINITIONSSection 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.

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The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be 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 attorney's 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 assessment levied by the Association shall be exclusively for the improvement and maintenance of the Common Area.

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 shall be TWENTY-FIVE DOLLARS (\$25.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than five per cent (5%) above the maximum 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 five per cent (5%) 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 of GLENWOOD HOMEOWNERS' ASSOCIATION May fix the annual assessment at an amount not in excess of the maximum.

Section 4.

Special Assessments for Capital
Improvements.

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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 Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) 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 the majority of all votes of each class of membership shall constitute a quorum.

Section 6.

Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly 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 Common Area. 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 a 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 six per cent (6%) per annum. 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. 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, 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.

ARTICLE V ARCHITECTURAL CONTROL

There shall be no parking of motor vehicles in the Common Area; no building, fence, wall, other structure, or lot clearing shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the

nature, kind, shape, height, materials, and location 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Only. No Lot shall be used except for residential purposes and shall not contain more than one single-family unit.

Section 2. Conformance With Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

Section 3. Temporary Residence Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn, or other out-buildings shall be used on any Lot at any time as a residence either temporarily or permanently. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed beside or behind the residence so as not to be visible from the street.

Section 4. Dwelling Quantity and Size. The main floor area of the main structure, exclusive of one-story porches, garages, carports, utility rooms, and patios shall have no less than fifteen hundred (1500) square feet of heated and/or air conditioned area.

Section 5. All residences shall contain a garage with a door, with minimum garage dimensions being twelve feet by twenty-two feet (12 feet x 22 feet).

Section 6. All structures shall be set back a minimum of fifty (50) feet from the roadway pavement.

Section 7. There shall be no fence extending beyond the front corners of the house.

Section 8. All chimneys must be boxed in.

Section 9. All structures must contain a minimum of twenty-five per cent (25%) brick.

Section 10. No T-11 or reverse board and batten pine siding shall be used in any structure.

Section 11. No 12-inch square edge masonite shall be used in any structure.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, and all such provisions not specifically invalidated shall remain in full force and effect.

Section 3. 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 20-

year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5 FHA/VA Approval. As long as there is a Class B membership, 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 of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of August, 1984.

GLENWOOD PARTNERSHIP,
Declarant

By *Raney A. Owen*
Raney A. Owen, Jr.
A General Partner

Executed in the presence of:

Carol Penrose
Deanne D. Creel

JOINDER OF FIRST MORTGAGE HOLDER

I, R.A. Dorsey, hereby certify that I am the holder of the first mortgage on the herein described properties and further hereby consent to the establishment of these Glenwood Declaration Of Covenants, Conditions And Restrictions.

R. A. Dorsey
R. A. Dorsey

Executed in the presence of:

Carol Penrose
Deanne D. Creel

STATE OF FLORIDA, COUNTY OF LEON
Sworn to and subscribed before me this
17th day of August, 1984.

Carol Penrose
NOTARY PUBLIC
MY COMM. EXPIRES 1-30-88