

**GORE STREET SUBDIVISION  
RESIDENTIAL**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

STATE OF FLORIDA,  
COUNTY OF LEON,

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of covenants and Restrictions, made and entered into on this 11th day of July, A.D. 2003, By Peter Okonkwo, etnl, hereinafter referred to as "Developer",

**WITNESSETH:**

WHEREAS. Developer is the owner of the real property commonly known as Gore Street Subdivision and desires to create therein a residential community with permanent playgrounds, open spaces, and other common facilities for the benefit of the said community; and,

WHEREAS. Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common driveway access, open spaces, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A" together with such additions as have been or may hereinafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, for the purpose of exercising the functions aforesaid; Gore Street Subdivision Home Owners Associations.

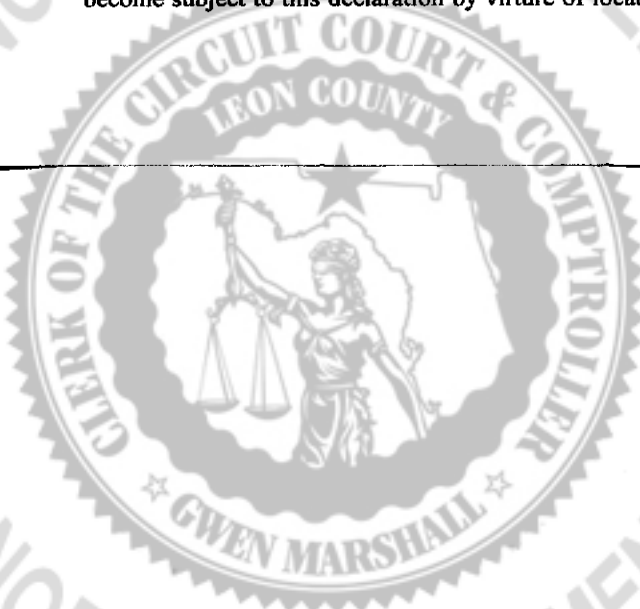
NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, contains 3.804 acres more or less, containing six (6) lots ( 1, 2,3, 4,5,6), and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additional properties in Gore Street Subdivision may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant indenture in the sole discretion of Developer. Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members off the Gore Street Subdivision Home Owners Association shall be uniform as between all units of Gore Street Subdivision.

Section 3. Adjoining parcels with common boundaries to the property described in Exhibit "A", may also become subject to this declaration by virtue of location and in the interest of the neighborhood.



## ARTICLE II DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Gore Street Subdivision.
- (b) "Board" shall mean and refer to the Board of Directors Gore Street Subdivision Home Owners Association.
- (c) "Building" shall include, but not limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and docks, carports, canopies, enclosed malls, porches, walls, docks, and fences.
- (d) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (e) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells fences, hedges, mass planting, entrance ways or gates and signs.
- (f) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios or storage areas.
- (g) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article Section 1, hereof.
- (i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to fore-closure or any proceeding in lieu of foreclosure.
- (j) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related used under single control. After improvement to the site providing for residential use. "Site" shall mean each residential living unit and its adjoining property. In areas zoned for single-family use. "Site" shall mean and refer to any plot or lot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (l) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.



ARTICLE III  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the sites has been recorded, agreeing to change said covenants and restrictions in whole, or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE IV  
AMENDMENT OF DECLARATION OF COVENANTS  
AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions contained herein, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgement, determines such violation to be a minor or insubstantial violation. With the concurrence of the owners of two-thirds of the property described in Article I, Section 1, the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V  
ADDITIONAL COVENANTS AND RESTRICTIONS

Some of the covenants and restrictions subject to this real estate or Gore Street Subdivision shall include but not limited to the following:

1. Minimum Area for each building on any lot shall be at least 1800 square feet.
2. No Mobile Homes shall be allowed on any site or lot within Gore Street Subdivision.



ARTICLE V (CONTINUED)  
ADDITIONAL COVENANT AND RESTRICTIONS

3. No Modular Homes shall be allowed on any site or lot within the Gore Street Subdivision.
4. All Homes shall be of brick finish or finish acceptable to the developer or association.
5. The Developer or the Home Owners Association shall review and approve the architectural plan of each house on any site within the Gore Street Subdivision.
6. And all other restrictions and covenant as coveted in this declaration of covenants and restrictions.

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I, hereof.

ARTICLE VI  
ARCHITECTURAL CONTROL

No improvement, as defined herein, 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 in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands.

ARTICLE VII  
LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures shown on the plans and specifications approved by the Committee must be completed in accordance with said plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE VIII  
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction.

Except in areas zoned for multi-family use, boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.



ARTICLE IX  
SINGLE-FAMILY LOT AREA AND WIDTH

No dwelling shall be erected or place on ay single-family site having a width of less than 80 feet at the place the dwelling is proposed to be erected nor shall any dwelling be erected or placed on a any site having an area of less than 12,000 square feet.

ARTICLE X  
SINGLE-FAMILY DWELLING QUANTITY AND SIZE

The ground floor area of the main structure of single-family dwelling, exclusive of one-story porches, garages, carports, and patios shall be to less than the area specified in Exhibit "B", included herein.

In the event a structure contains more than one story, the ground floor must contain not less than 1,200 square feet and must be completely finished as living area, and at least 600 square feet of the second floor must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

ARTICLE XI  
BUILDING LOCATION

(a) No building shall be located on any site nearer to the front property line, rear property line, or nearer to the side street line than the minimum building setback lines specified on any recorded plat or site plan. In any event, no building shall be located on any site nearer than 20 feet to the front property line, or nearer than 10 feet to any side property line, or as otherwise specified by the Committee.

(b) No single-family dwelling shall be located nearer than 10 feet to an interior property line and must be at least 20 feet from an existing adjacent house. No single-family dwelling shall be located on any interior site nearer than 20 feet to the rear line.

(c) No driveway shall be located nearer than 10 feet to an interior property line except a back-up turn-around pad may be located as near as one foot to a property line.

(d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior property line

e) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building to encroach upon another site.



ARTICLE XII  
GARAGES AND CARPORTS

Each Living Unit shall have a functional 2-car carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face the rear property line or a side property line that is not adjacent to a street. In no instance shall the entrance be permitted to face the front property line of the property.

ARTICLE XIII  
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Committee. Except in areas zoned for multi-family use, all walkways and sidewalks shall be constructed of concrete and have a minimum width of 30 inches.

ARTICLE XIV  
UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such manner to be acceptable to the governing utility authority and the Committee.

Exterior radio and television antenna installations must be approved in writing by the Committee.

ARTICLE XV  
WATER SUPPLY

No individual water supply system of any type shall be permitted on any site unless approved in writing by the Committee.

ARTICLE XVI  
SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and the Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XVII  
GARBAGE AND REFUSE DISPOSAL

No site 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 the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.



ARTICLE XVIII  
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Committee.

ARTICLE XIX  
MAIL BOXES

No mail box or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XX  
SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Committee.

ARTICLE XXI  
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XXII  
LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood.

ARTICLE XXIII  
NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.



ARTICLE XXIV  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject to covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person. The record owner may, at his option, designate that the occupant of a residential Living Unit be the member in his stead.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one-half (1/2) vote for each residential Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developers. The Class B Member shall be entitled to two votes for each site in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

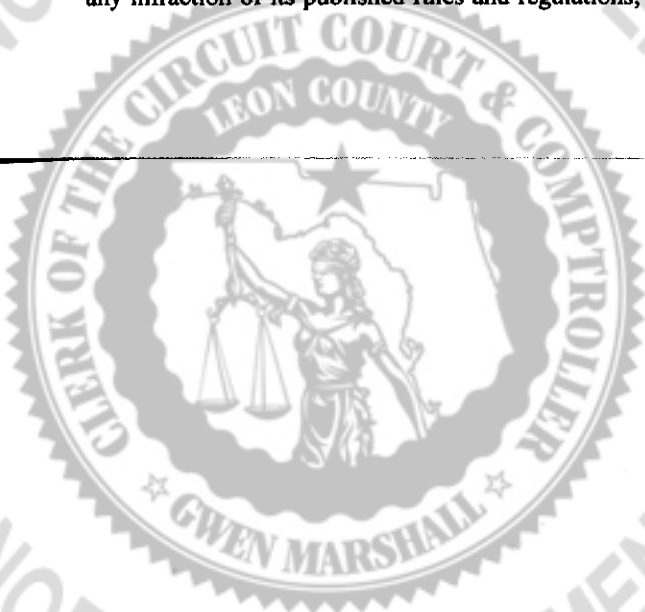
Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every site.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereof and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties,. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,





(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective, unless an instrument signed by Members entitled to cast two-third (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(e) the rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in Gore Street Subdivision in which such member is not resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the Unit in which the site is acquired, which results in membership rights has herein provided.

## ARTICLE XVI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agreed to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collections thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The Gore Street Minor Subdivision homeowners or lot owners shall be responsible for the maintenance of the stormwater facility located at the eastern section Lot 3 and 6. The maintenance shall include monthly or biweekly cutting of grass in and around the stormwater facility (pond), pruning and watering of the landscape plantings both inside and outside the pond. The assessments levied by the Association or Homeowners or Lot Owners shall be used exclusively for the purpose of maintenance of stormwater facility, watering landscape planting within the pond, promoting the health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the City of Tallahassee Growth Management Division requirements regarding maintenance and up-keep of stormwater facilities. Upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. The cost for the maintenance of the stormwater facility shall be paid by individual lot owners. Each of the six (6) lots in the subdivision shall pay a yearly maintenance fee of thirty-five (\$35.00) per lot. An individual owning more than one (1) lot shall pay \$35.00 multiply by the number of lots owned. This money shall be used to hire a landscape contractor for the cutting and cleaning of the pond. Until all the lots are sold, the yearly maintenance fee shall be paid to the developer of the subdivision who shall be responsible for the coordination of the maintenance. Until the year beginning January, 2003, the annual assessment shall be Thirty Five Dollars (\$35.00) per lot or site. From and after January 1, 2003, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three (3) Years. Any Member paying the annual dues on or prior to June 1 of the year in which same becomes due, shall be entitled to pay only the sum of Thirty Five Dollars (\$35.00). From and



after June 1 of each year, the annual dues shall be Thirty Five dollars (\$35.00). The assessment for any multi-family Living Units shall be one-half (1/2) of the assessment specified herein.

The Board of Directors of the Association may, after consideration of current maintenance and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum amount and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Article of Incorporation and under Article I, Section 2 hereof.

Section 6. Quorum for any action authorized under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds issue. Assessments for multi-family structures or units will not commence until completion of the construction of the structures.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date or any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board shall fix the date of the commencement, and the amount of the assessment against each site, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.



The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annual, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE XVII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant sites and shall have the right to provide maintenance upon every improved site which is subject to assessment under Article 8 hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such site is subject under Article 33 hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore limited, and shall become due and payable in all respects as provided in Article 33 hereof.

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Section 9. Effect of Non-payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annual, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 2 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE XVII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant sites and shall have the right to provide maintenance upon every improved site which is subject to assessment under Article 8 hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such site is subject under Article 33 hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore limited, and shall become due and payable in all respects as provided in Article 33 hereof.

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This Declaration of Covenants and Restrictions granted hereby shall run with the land and shall enure to the benefit of the Developer and future owners and its successors and assigns.

IN WITNESS WHEREOF, Developer has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

DEVELOPER

(Name typewritten)

(Signature)

Peter Okonkwo, Developer  
(Print Name and Title)

WITNESSES:

(Sign)

(Sign)

The foregoing instrument was acknowledged before me this 11th day of July, 2003, by Peter Okonkwo, Developer  
(name and title of position)

who is personally known to me, or has produced FL DL 025266059330  
(type of identification)  
as identification.

Judith Kay Good  
(Signature of Notary)



Judith Kay Good  
MY COMMISSION # DD150313 EXPIRES  
October 7, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

(Print, Type or Stamp Name of Notary)

(Title or Rank)

(Serial Number, If Any)

This instrument was prepared by: Peter Okonkwo  
Owner/Developer  
345 S. Magnolia Drive, Tallahassee  
Florida 32301



East 770' (D)

(d) 165' (D)

SW Corner of the  
NW 1/4 of NW 1/4  
of Section 12  
T 1 S, R 1 W  
POC

## LEGAL DESCRIPTION of Parent Tract

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 12, Township 1 North, Range 1 West, and run North 185 feet to a point, then run East 770 feet to a point which is the Point of Beginning. From said Point of Beginning run North 88 degrees 58 minutes 53 seconds East 423.51 feet, then run South 00 degrees 49 minutes 32 seconds West 299.97 feet to the North right of way for Gore Street, then run South 89 degrees 59 minutes 17 seconds West along said North right of way 419.51 feet to a concrete monument, then run North 00 degrees 02 minutes 32 seconds East 300.01 feet to the Point of Beginning, containing 2.87 acres, more or less.

The above described property being subject to a 30 foot access easement across the North 30 feet thereof, and drainage easement as shown on the South 10 feet; and the East 10 feet for pond.

As per Official Records thereof recorded in OR Book 1820,  
Page 2223 of the Public Records of LEON COUNTY, Florida.

NOTES:

- 1) Encroachments as shown if any.
- 2) All measurements are in U.S. Feet.
- 3) No underground foundations located.
- 4) No improvements located other than shown.
- 5) This Survey is dependent on existing monumentation.
- 6) This Survey does not reflect or determine ownership.
- 7) Source of Information - Taken from Instruments recorded in the Public Records of LEON COUNTY, Florida. As per Official Records Book 1820, Page 2223, and others.

As per Official Records Book 1820, Page  
THIS IS NOT A BOUNDARY SURVEY

P.O.A. = POINT OF BEGINNING  
P.O.C. = POINT OF COMPLETION  
P.B. = PLAT BOOK  
PL. = PAGE  
P.L. = OFFICIAL REDOUBT  
# = NUMBER  
R.O. = RIGHT OF WAY  
R.O. = RIGHT OF USE  
E.D. = EDGES OF PAVEMENT  
G.W. = OVERHEAD ELECTRIC  
C.S.W. = CONCRETE SIDEWALK  
C.W. = CONCRETE DRIVEWAY  
C.L.F. = CHAIN LINK FENCE  
W.F. = WOOD FENCE  
W.W.F. = WELDING WIRE FENCE  
W.W.F. = BARS WIRE FENCE

[illegible]

**Designed For and Certified To:**

**Peter Okonkwo**

**NOTE:** The Flood Zone designation depicted on this Survey Sketch was derived from the Flood Insurance Rate Map as indicated. The location of any zone lines were graphically scaled from said Federal Map. This information is provided as is and is not intended to represent any engineering or Flood Profile Area determination by this firm.

Flood Insurance Rate Maps indicate the property is located in Flood Zone "X" as indicated on Community No. 120144, Panel 0251 D dated November 19, 1987.

Drawn By: H.E.H.  
Party Chief: G.P.

Project

**Proposed Gore Street Subdivision  
Tallahassee Leon County, Florida**



**SPECTRA ENGINEERING & RESEARCH, INC.**  
CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING  
345 S. Magnolia Drive, Suite E-25 • Tallahassee, Florida 32301 • (850) 856-9834  
FAX (850) 842-2717

FAX (850) 942-2717

Field Date: 09/20 & 30/02  
Field Book 46, Page 64

Job No.:

19-804

Sheet No.:

10F2

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.

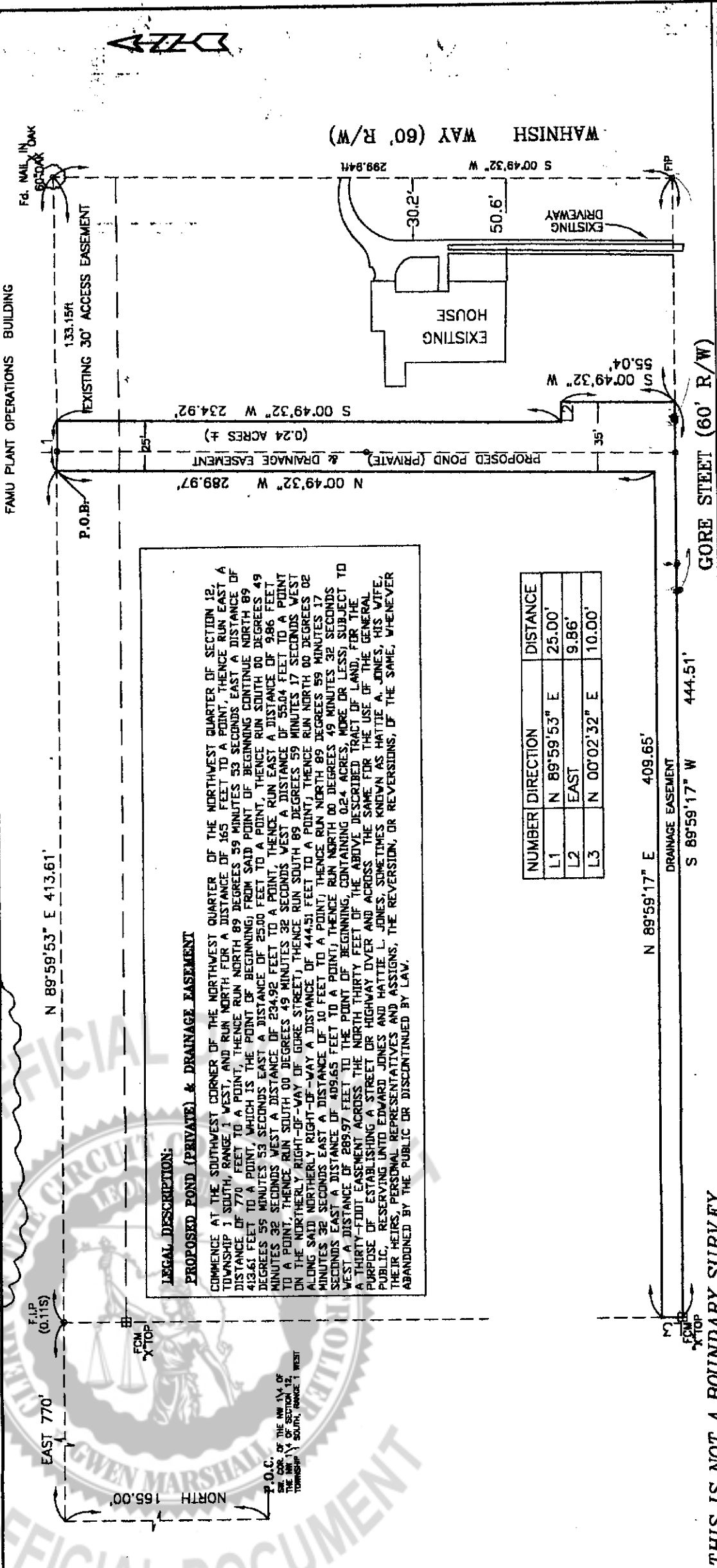
I hereby certify this survey to be a true and accurate representation of the property shown hereon and was made under my direct supervision and control. This survey meets minimum technical standards as established by Chapter 61G17 of the Florida Administrative Code.

Not valid without the signature and the original

**Henry E. Harrell**  
Professional Surveyor and Mapper  
Florida Certificate No.: 4154

1 OF 2

EXHIBIT "B"



**LEGAL DESCRIPTION:**  
**PROPOSED POND (PRIVATE) & DRAINAGE EASEMENT**  
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, AND RUN NORTH FOR A DISTANCE OF 165 FEET TO A POINT, THENCE RUN EAST A DISTANCE OF 413.61 FEET TO A POINT, THENCE RUN NORTH 89 DEGREES 59 MINUTES 53 SECONDS EAST A DISTANCE OF 413.61 FEET TO A POINT, WHICH IS THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89 DEGREES 59 MINUTES 53 SECONDS EAST A DISTANCE OF 2500 FEET TO A POINT, THENCE RUN SOUTH 00 DEGREES 49 MINUTES 32 SECONDS WEST A DISTANCE OF 294.92 FEET TO A POINT, THENCE RUN EAST A DISTANCE OF 9.86 FEET TO A POINT, THENCE RUN SOUTH 00 DEGREES 49 MINUTES 32 SECONDS WEST A DISTANCE OF 55.04 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF GORE STREET, THENCE RUN SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST A DISTANCE OF 444.51 FEET TO A POINT, THENCE RUN NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST A DISTANCE OF 10 FEET TO A POINT, THENCE RUN NORTH 89 DEGREES 49 MINUTES 32 SECONDS WEST A DISTANCE OF 409.65 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS, SUBJECT TO A THIRTY-FOOT EASEMENT ACROSS THE NORTH THIRTY FEET OF THE ABOVE DESCRIBED TRACT OF LAND, FOR THE PURPOSE OF ESTABLISHING A STREET OR HIGHWAY OVER AND ACROSS THE SAME FOR THE USE OF THE GENERAL PUBLIC, RESERVING UNTO EDWARD JONES AND HATTIE L. JONES, SOMETIMES KNOWN AS HATTIE A. JONES, HIS WIFE, THEIR HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, THE REVERSION, OR REVERSIONS, OF THE SAME, WHENEVER ABANDONED BY THE PUBLIC OR DISCONTINUED BY LAW.

NUMBER	DIRECTION	DISTANCE
L1	N 89°59'53" E	25.00'
L2	EAST	9.86'
L3	N 00°02'32" E	10.00'

JOB NO. 95105		SCALE: 1" = 60'		SHEET NO. 1 OF 1		FIELD DATE --		FIELD BK., PG.		DRAWN BY: SAN		PARTY CHIEF: --		CERTIFICATE OF AUTHORIZATION	
LEGEND: A = ANGLE B = BEARING C = CORNER D = DISTANCE E = EASEMENT F = FENCE G = GROUND H = HOUSE I = IRON J = JAIL K = KILN L = LAMP M = MOUND N = NAIL O = OIL P = POND Q = QUARTER R = ROAD S = SET T = TOWER U = UPRIGHT V = VENT W = WALL X = X-MARK Y = YARD Z = ZONE															
NOTES: THE FLOOD ZONE DESIGNATION SHOWN ON THIS SURVEY SKETCH WAS DERIVED FROM THE FEDERAL INSURANCE RATE MAP AS INDICATED. THE LOCATION OF ANY ZONE LINES WERE GRAPHICALLY SCALED FROM SAID FEDERAL MAP. THIS INFORMATION IS PROVIDED AS IS AND IS NOT INTENDED TO REPRESENT ANY ENGINEERING OR FLOOD PRONE AREA DETERMINATIONS BY THIS FIRM.															
FLOOD INSURANCE RATE MAPS INDICATE THE PROPERTY IS LOCATED IN FLOOD ZONE "X". AS INDICATED ON COMMUNITY NO. 120144, PANEL 02B10 DATED NOVEMBER 18, 1987.															
SPECTRA ENGINEERING & RESEARCH, INC. CIVIL-ENVIRONMENTAL-PLANNING-LAND SURVEYING 345 S. Magnolia Drive, Suite E-25 • Tallahassee, Florida 32301 • (850)456-9834															
AT: GORE STREET TALLAHASSEE, LEON COUNTY, FLORIDA.															
THIS IS NOT A BOUNDARY SURVEY SKETCH OF LEGAL DESCRIPTION FOR: CONSTANCE RAMEUSER															
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 understood that the surveyor is not responsible for the accuracy of the title or boundary information which could affect the boundaries.															
Signature: Henry E. Harrell Date: 7/17/00 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 4154															