

JG
INDEX

863245

RECORDED IN THE PUBLIC
CLERK OF CIRCUIT COURT

DECLARATION OF RESTRICTIVE COVENANTS
AND
EASEMENTS FOR LAKE CASSIE

JAN 20 3 17 PM '88

CLERK OF CIRCUIT COURT

OR1300TC0959

This Declaration, dated as of January 19, 1988,
made by EDWARD M. MITCHELL, JR., a resident of Leon County,
Florida, hereinafter referred to as the "Declarant";

W I T N E S S E T H :

THAT, WHEREAS, the Declarant is the owner of the real
property described on Exhibit "A" attached hereto and made a part
hereof (referred to herein as "the Property"), situate, lying and
being in Leon County, Florida, said property having been divided
into twenty-eight (28) separate lots and common areas (including
a lake or pond referred to as "Lake Cassie") and roads in substan-
tial conformity with the map or plat reflected on Exhibit "B"
attached hereto and made a part hereof; and

WHEREAS, it is to the interest, benefit and advantage of the
Declarant and to each and every person who shall hereafter purchase
any parcel included in the Property that certain easements and
protective covenants governing and regulating the use and occupancy
of the same shall be established, set forth and declared to be
covenants running with the land; and

WHEREAS, the Property is being developed as an unrecorded
subdivision referred to as "LAKE CASSIE SUBDIVISION".

NOW, THEREFORE, for and in consideration of the premises and
of the benefits to be derived by the Declarant and each and every

subsequent owner of any lot within the Property, the Declarant does hereby set up, establish, promulgate and declare the following easements and protective covenants to apply to the Property and to all persons now and/or hereafter owning said lots, or any of them. These protective covenants shall become effective immediately upon recordation and run with the land and shall be binding upon the Property until December 31, 2020, unless sooner terminated as hereinafter provided.

1. Definitions. The terms used herein and in the By-Laws of the Homeowners Association shall have meanings as follows:

(a) "House" or "Lot" shall mean any parcel or plot of land shown on Exhibit "B" attached hereto with the exception of the common area.

(b) "Homeowner" or "Lotowner" means the owner of a lot or house in Lake Cassie Subdivision.

(c) "Association" means Lake Cassie Homeowners Association, Inc., a non-profit association, and its successors, which association will be incorporated by the Declarant, and which shall be responsible for the maintenance and management of the common areas and easement areas and have such other rights, duties and obligations as are set forth in its articles of incorporation and in this Declaration.

(d) "By-Laws" shall mean such by-laws as may be established by the Association from time to time.

(e) "Common Expenses" means the expenses for which the homeowners are liable to the Association.

(f) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

OR1300P0961

(g) "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues over the amount of common expenses.

(h) The "Property" means and includes the land described on Exhibit "A" (and including any other property which the Declarant may subsequently make subject to the provisions of this Declaration), and all improvements thereon and hereinafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

2. Land Use. Lots within the Property shall be used only for residential purposes. No lot may be subdivided for the purpose of creating another building lot.

3. Building Type and Size.

(a) Except as is specifically hereinafter provided, no structure shall be built or placed on any lot except a detached single-family residence, together with customary outbuildings.

(b) The minimum size for any residence located on the Property shall be 1,500 square feet, exclusive of porches, garages and deck areas.

(c) No building constructed or placed on the Property shall exceed two (2) stories in height.

(e) Each dwelling unit shall have an enclosed garage facility capable of accommodating at least one automobile. Each garage shall have a garage door capable of opening and closing, and being large enough to allow the automobile to pass through the door opening.

4. Building Location. All structures shall be erected in accordance with the applicable local zoning code. In any event, no building shall be erected nearer than 25 feet to the front street line of each lot. No building shall be located nearer than 20 feet to an interior lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

5. Fences. No fence of any kind shall be placed or constructed on any lot nearer to the front lot line than the front corners of the residence. In any event no fence or wall shall be placed or constructed on any lot until after the height, type, design and location thereof have been approved in writing by the Architectural Control Committee.

6. Sewer. Until such time as central sewage facilities are made available by local government, each house built in the subdivision will be served by a septic tank and drain-field constructed by the owner of the lot on which the house is located. Each septic tank and drain-field constructed within the subdivision shall be constructed in strict compliance with applicable governmental ordinances and regulations. Each septic tank shall be properly and adequately maintained and repaired by the owner of the lot it serves. If and when central sewage facilities are

made available to the subdivision by County or City government, each lot owner shall be responsible for the cost of connecting his lot with such facilities, including but not limited to "tap-in" fees, materials costs, installation charges, meter costs and other deposits or charges required by the governmental unit.

7. Private Roadways. Private paved roadways have been constructed upon portions of the Property for the purpose of providing ingress and egress to and from Bernard Road to and from the lots within the Property. The location of the private roadways located within the Property is substantially as is depicted upon Exhibit "B" attached hereto. The roadways will be deeded to the Association and will be maintained and repaired by the Association. Neither the City of Tallahassee nor Leon County will be responsible for any maintenance or repair of the roadways within the Property.

8. Roadway Easements. The following easements shall be deemed to be covenants running with the land with relation to houses and the property described on Exhibit "A". These easements are not in limitation of any easement defined, imposed and created in any other paragraph hereof, but are supplemental thereto:

(a) Perpetual non-exclusive roadway easement for ingress and egress to and from the lots within Lake Cassie Subdivision, granting to the lotowners and their respective licensees and invitees the right to pass and repass along the roadways shown on Exhibit "B" attached hereto.

(b) Fencing easement along and upon the exterior boundaries of the property. The Declarant may (but is not obligated to) erect upon all or parts of the exterior boundaries of the Property a fence or fences. The Association may subsequently decide to erect fences on such boundaries. The Association shall maintain such fences as may be erected initially by the Declarant or thereafter by the Association. All homeowners in Lake Cassie Subdivision will allow the Association or its agents or designees the right to go over or upon lots within Lake Cassie Subdivision for the purpose of construction, maintenance and repair of such fencing.

(c) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie in or upon lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such lot or to have the utility companies enter upon the lots on the Property in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary.

9. Membership in the Association.

(a) Each homeowner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as he no longer owns a lot

in Lake Cassie Subdivision, at which time his membership in the Association shall automatically terminate.

(b) The Association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners except the Declarant, and each such member shall be entitled to one vote for each lot he owns; provided, however, that when more than one person owns an interest in a lot, all such persons shall be members, but they shall collectively be entitled to only one vote to be exercised as they may determine among themselves.

CLASS B. The Class B member shall be the Declarant, who shall be entitled to exercise three (3) votes for each lot owned by the Declarant. Class B membership shall cease and be converted into Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 1992, whichever first occurs.

10. Assessments and Liens. Each lotowner (excluding the Declarant) by the acceptance of a deed for a lot located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) Annual assessments or charges as herein set forth and as established by the Association; and

(b) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot or lots owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such lot or lots. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the easement areas or by the abandonment of his lot.

The Declarant is exempt from assessments under the Declaration unless and until the Declarant commences construction of a residence on a lot, at which time the Declarant shall be subject to the assessment provisions of the Declaration in regard to the lot being improved, such assessment to be prorated as of the date of the commencement of such construction.

11. Purpose of Assessments. The assessments levied by the Association shall be used exclusively by the Association to promote and maintain the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance in a first class condition and in a good state of repair of the common areas of the Property, including landscape areas and lake and waterfront facilities, the roadways and rights-of-way, the security lights located upon such property, and such other areas which are maintained by the Association, whether owned by the Association or by a homeowner.

12. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes set forth in the Declaration, Articles, By-Laws or other agreements among the homeowners.

13. Annual Assessments. Commencing on January 1, 1988, and subject to the exemption of the Declarant from assessment hereunder, the annual assessment shall be \$60.00 per year per lot, due and payable in advance on January 1 of each year. The amount of the annual assessment may be increased each year by not more than Ten Percent (10%) above the assessment for the previous year by the Association's Board of Directors without a vote of the membership, but any increase of more than Ten Percent (10%) over the annual assessment for the immediately preceding year may be made only upon the majority vote of the members of the Association. The first annual assessments shall commence and be due and payable as to all lots on the first day of January, 1988, for that year. Dues will be prorated as of the date of closing for the year in which the lot is purchased by a lotowner.

14. Special Assessments. In addition to the annual assessments authorized above, the Association may by majority vote of its members 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 the improvements or easements, or any other area or improvement which is the responsibility of the

Association, including improvements, fixtures and real or personal property related thereto.

OR1300FC0968

15. Collection of Assessments. No set-offs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection for such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

16. Service Charge of Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within thirty (30) days after the due date may upon decision of the Board of Directors of the Association bear a service charge of \$5.00 per month from the due date.

17. Effective Transfer of Title on Assessment. The sale or transfer of title of any lot shall not affect the assessment lien; provided, 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 become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

18. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee consisting of three (3) people. With the exception of the initial members, all members of the Committee must be a homeowner. The initial members will will serve until December 31, 1992, unless they sooner resign. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. The initial members of the Committee are Edward M. Mitchell, Jr., Roberta Mitchell and Larry Stephens, all residents of Leon County, Florida. All notices or submission requests to be given to the Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. No homeowner shall erect or maintain any house, outbuilding, patio, screen, carport, swimming pool, fence, light post, mail box, or other structure, nor shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color or appearance of the exterior of existing improvements, or make any material alteration, addition or deletion to the landscaping of any lot, until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. The effect of

the changes, improvements or alterations on the topography of the land and the environmental impact thereof may also be considered by the Committee in determining whether approval may be given. Such approval may be withheld, but if no written notice of approval or disapproval is given by the Committee within 30 days after it has received full plans and specifications, approval will not be required and this provision will be deemed to have been complied with. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall have the right to appoint all successor members until December 31, 1992.

19. Additional Duties and Power of Association. In addition to the duties and powers of the Association as set forth herein, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

(a) Maintain and otherwise manage all the common areas and easement areas and all facilities, improvements and landscaping thereof, together with all property or facilities or amenities that may be conveyed to or acquired or built by the Association.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easement or cross-easements areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members.

(d) Have the authority to employ a manager of other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

20. Exterior Maintenance of Houses and Other Areas. The Association shall, notwithstanding anything to the contrary contained in the Declaration and notwithstanding the ownership of any particular parcel of land, maintain all roadways within the Property, unless the roadways are accepted by Leon County, Florida, as public roads. The Association shall maintain the landscaping, including the trees, shrubs and grass located within the boundaries of property owned by the Association, or within any easement areas. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the

responsibility of such homeowner, then the Association, after not less than 30 days notice to the owner, shall have the right (but not the obligation) to provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to go upon any lot.

21. Damage To Common Areas. A lotowner shall be liable to the Association for damage caused to common area property (including improvements built or located thereupon) caused by such lotowner or any pet, child or guest of such lotowner.

22. Nuisances. No noxious or offensive activities shall be carried on, in, upon or around any house or in or upon any common areas or easement areas.

23. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, Declarant may maintain offices or storage facilities during the construction and sales periods. Likewise, a contractor can maintain a temporary storage facility to store the contractor's materials during construction.

24. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common areas except one sign of customary and reasonable dimension advertising the house for sale or rent, or except a subdivision entrance sign erected by the Declarant, and signs used by Declarant, his agents, successors or assigns to advertise the Property or houses during the construction and sale.

25. Garbage Disposal. Each lotowner shall cause all rubbish, trash and garbage to be regularly removed from his property at least twice per week. All trash and garbage shall be kept in sanitary closed containers.

26. Satellite Discs and Antennas. No homeowner may construct or use and operate an external radio or television dish or disc or antenna without the prior written consent of the Architectural Control Committee.

27. Boats, Trailers and Recreation Vehicles. Except when it is in Lake Cassie, no boat shall be stored or parked on any lot except in an enclosed garage or storage facility.

No trailers, inoperable motor vehicle, vehicles commonly referred to as "motor homes", or trucks other than pick-up trucks shall be parked or stored upon any lot or any portion of the Property, unless parked in a closed garage.

No motorcycle, all-terrain-vehicle or motorized trail-bike type vehicle shall be operated on any of the common area.

28. Lake Restrictions.

(a) No boat or raft larger than 15 feet in length shall be permitted or used in Lake Cassie.

(b) No gasoline, diesel or other combustion-type motor shall be used on any boat or raft in Lake Cassie. Electric motors may be used.

(c) No boathouses or docks shall be built for use in connection with Lake Cassie, except, however, the Declarant or the Association may elect to build a lakefront dock and/or recreational pavillion or facilitiy for the use and enjoyment of members of the Association.

(d) The Association by and through its Board of Directors may adopt and enforce rules and regulations concerning use of the lake and lakefront area. Such rules and regulations may be adopted, amended, and repealed from time to time by the Board of Directors.

29. Pets. No animals, birds or fowl shall be kept or maintained on any part of the Property, except for dogs, cats and pet birds which may be kept in reasonable numbers as pets but not for any commercial uses or purposes. Birds shall be confined to cages located inside the lotowner's home.

30. Laundry. No laundry, mattresses, bedding materials or clothing shall be hung outside of any house.

31. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the

Property, the Association shall not be liable to homeowners, their invitees or guests for injury, death or damage caused by or suffered upon the property owned by the Association, or caused by acts of God or by third parties.

32. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after a casualty or loss to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

33. Amendments to Declaration. Except as may be otherwise specifically provided herein, this Declaration may be amended or terminated only by the written consent, in recordable form, signed by the owners of at least twenty-one (21) of the lots in Lake Cassie Subdivision, and by at least seventy-five percent (75%) of the mortgagees owning first mortgages of record.

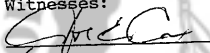
34. Development by Declarant. No provisions contained herein shall prevent Declarant, or his contractors, subcontractors or agents from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any houses or other improvements upon the Property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as he deems appropriate for the sale, lease or other disposition thereof.

35. Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and By-Laws to the contrary, the Declarant, unless he relinquishes the right, shall be entitled to appoint all of the members of the Board of Directors of the Association until December 31, 1992.

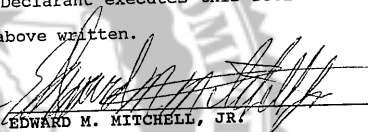
36. Variances. Variances for deviations related to setbacks and construction matters may be granted by Declarant or the Architectural Control Committee at anytime to Declarant or any property owner within the property. The granting of variances for such deviations is discretionary with the Declarant and/or the Architectural Control Committee.

IN WITNESS WHEREOF, the Declarant executes this Declaration as of the day and year first above written.

Witnesses:




STATE OF FLORIDA
 COUNTY OF LEON


 EDWARD M. MITCHELL, JR.

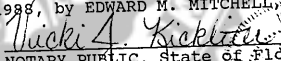
The foregoing Declaration of Restrictive Covenants and Easements for Lake Cassie Subdivision was acknowledged before me on this the 19th day of January, 1988, by EDWARD M. MITCHELL, JR.

My Commission Expires:

Notary Public, State of Florida

My Commission Expires: January 1, 1993

Renewed Until the First Anniversary


 NOTARY PUBLIC, State of Florida
 at Large:

:w:hpp:Lake.Cassie.Restrictions

BENADO LOMAS/LAKE CASSIE

Begin at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 21, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 36 minutes 29 seconds West 1335.56 feet, thence North 00 degrees 41 minutes 21 seconds East 397.67 feet, thence North 00 degrees 16 minutes 04 seconds East 1178.21 feet to the Southerly right of way boundary of State Road No. 8 (Interstate Highway No. 10) (right of way width varies), said point lying on a curve concave to the Northeasterly, thence Southeasterly along said right of way boundary and said curve with a radius of 7789.49 feet, through a central angle of 08 degrees 53 minutes 30 seconds, for an arc distance of 1208.84 feet (the chord of said arc being South 77 degrees 45 minutes 01 second East 1207.63 feet), thence South 76 degrees 33 minutes 15 seconds East along said right of way boundary 102.61 feet to a point on a curve concave to the Northerly, thence Easterly along said right of way boundary and said curve with a radius of 7799.49 feet, through a central angle of 00 degrees 19 minutes 23 seconds, for an arc distance of 43.98 feet (the chord of said arc being South 83 degrees 52 minutes 57 seconds East 43.98 feet), thence South 00 degrees 04 minutes 59 seconds East 874.81 feet, thence South 00 degrees 02 minutes 39 seconds East 407.12 feet to the POINT OF BEGINNING.

EXHIBIT "A"

LAKE CASSIE SUBDIVISION

DATE PREPARED	10-1-78
BY	W.D.D.
CHECKED BY	W.D.D.
DATE CHECKED	10-1-78
REVISIONS	

BROWARD DAVIS & ASSOC., INC.

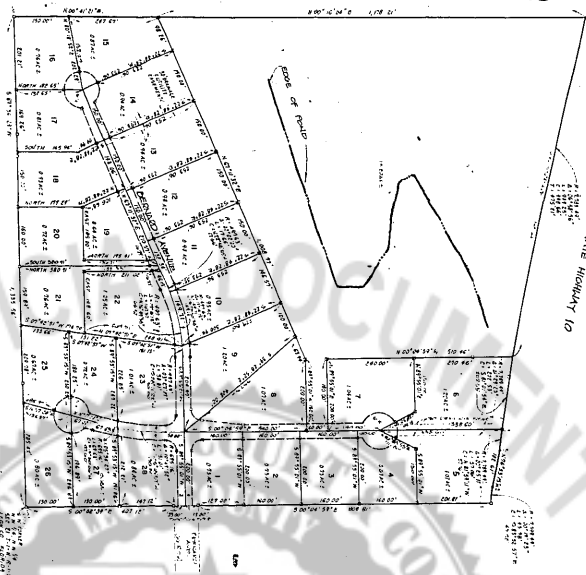
BROWARD DAVIS & ASSOC., INC.

BROWARD DAVIS & ASSOC., INC.

BROWARD DAVIS & ASSOC., INC.

BROWARD DAVIS & ASSOC., INC.

OR1300PG 0978



INTERSTATE HIGHWAY 10

EXHIBIT "B"