

RESTRICTIVE COVENANTS
OF
LOS ROBLES GREEN
AN UNRECORDED PLAT

OR1060PC 875

STATE OF FLORIDA

COUNTY OF LEON

This Declaration of Restrictive Covenants, made and published this 30th day of March, 1983, by ATLANTIS GREEN, INC., a Florida corporation, hereinafter called the "Grantor" or "Declarant";

APR 4 4 20 PM 1983
PAUL F. HANISFIELD
CLERK OF CIRCUIT COURT
RECORDED IN THE PUBLIC RECORDS OF LEON CO. FLA.

W I T N E S S E T H:

WHEREAS, GRANTOR, is the owner in fee simple of a subdivision known as Los Robles Green, being a subdivision of land, situate, lying and being in Leon County, Florida, and more accurately and particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Grantor is desirous of creating and maintaining a single family residential neighborhood upon that parcel of land and has spent substantial time, money and effort in creating a subdivision which maintains the natural garden beauty and aesthetic garden quality of the tract of land as near as possible to its undeveloped state for the peace, tranquility and resale value of the purchasers; and

WHEREAS, it is to the interest, benefit and advantage of Los Robles Green and to each and every person who shall hereafter purchase any individual lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of those individual lots shall be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Los Robles Green subdivision and each and every subsequent owner of any of the individual lots in said subdivision, said Grantor does hereby set up, establish, promulgate and declare the following restrictive or protective covenants to apply to all of the real property described in Exhibit "A" inclusive of the said individual lots and to common lands contained within the boundaries of the project and to all persons owning said lot, or any of them, hereafter; these

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restrictions shall become effective immediately as set forth herein and run with the land and shall be binding upon all persons deriving title through the Grantor during the lifetime of those restrictions.



I. DEFINITIONS

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For purposes of interpretation and understanding of these covenants, the terms set out below in this section are defined and shall have the following meanings:

1. "The Project" shall mean that land encompassed within the legal description set out upon page 29 of these covenants as if that legal description were set out herein verbatim.
2. "Individual Lot or Lots" shall mean those parcels of land number 1 through 25 as APPROXIMATELY drawn on page 29 of these covenants, which are subject to private ownership.
3. "Common Lands" shall mean the remainder of the lands encompassed in the project after extraction therefrom of the legal descriptions for each and every of the individual lots.
4. "Individual Lot Owner" shall mean the first grantee or transferee of an individual lot and the subsequent owners, grantees or transferees of those individual lots after title to same is transferred out of the grantor hereof.
5. "Association" shall mean the Los Robles Green Homeowners Association, Inc. (Association), which shall be a Florida non-profit corporation and its successors, heirs and assigns.
6. "By-Laws" shall mean the by-laws of the Association as initially established and as from time to time amended.
7. "Rules and Regulations" shall mean the rules and regulations adopted by the Association as provided in these covenants and the by-laws of the Association.
8. "Common Expense" shall mean the expense incurred by the Association in the furtherance of its duties and obligations under these covenants, the by-laws and its rules and regulations.
9. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular basis as set forth in these covenants, the by-laws and the rules and regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

10. "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to the assessments, rents, profits and revenues over the amount of common expenses.

11. "Common Use Easement" shall mean those portions of the lands encompassed in the project, upon which no structures or private drives are constructed, which provide ingress and egress to individual townhomes and between buildings.

II. RESTRICTIVE COVENANTS

1. Submission of Property and Subsequent Additional Property to Restrictive Covenants.

A. GRANTOR, being the owner in fee simple of the real property described IN Exhibit "A" attached hereto does hereby impose, impress and encumber those lands with the following restrictive covenants running with the land as set forth and provided for herein. These covenants shall run with the land and be binding upon the Grantor, its grantees, heirs, assigns, and transferees deriving title from and through the Grantor.

B. In the event the Grantor hereunder shall acquire land immediately adjacent to the lands comprising the instant project and with a common boundary, and construct upon those lands a project similar in character, nature, design and layout to the instant project, then and in that event, these covenants may be made applicable to such additional lands. The method by which additional lands may be brought under these covenants shall be as follows:

(1) The Grantor hereunder shall file in the public records of Leon County a legal description of the new tract of land together with a statement executed by the Grantor hereunder with all the formalities that these covenants are executed stating that that particular piece of property is hereby made subject to these covenants and restrictions.

(2) The provisions of these covenants set forth in particular Article IX, Section 2, concerning amendment to these covenants shall not apply to the

above bringing under provisions of these covenants new and additional lands to be encumbered by these covenants.

C. For the purposes set out in this section there shall be two classes of land. The first shall be known as "individual lots" and the structures or improvements erected or constructed thereon. The second category shall be "common land" and the structures or improvements erected thereon.

D. Page number 29 of these covenants is specifically made a part hereof as if fully set out herein for the LIMITED PURPOSE of illustrating the APPROXIMATE lot size, the APPROXIMATE relationship according to size among the various lots, the APPROXIMATE location of the various lots in relation to the property boundaries and the APPROXIMATE relationship between the lots, property boundaries, the APPROXIMATE location of the common lands and common use easements and the major thoroughfare or road through the property known as Los Robles Green and for no other purpose.

E. It is the intent of the Grantor to preserve as many as possible of the incidents and characteristics of private ownership of land as is possibly consistent with the overall development and design scheme and plan for this development.

F. If in the event of a conflict or discrepancy between the location and actual legal description of any particular individual lot as shown on Page 29, and the description contained in a deed from the Grantor to a grantee, that description contained in the deed for that individual lot shall be controlling.

2. Subdivision of Lands Prohibited.

A. No individual lot as hereinabove defined may be divided or subdivided. No action or suit at law or in equity may be brought to partition such individual lots.

B. None of the common lands as hereinabove defined may be divided or subdivided.

C. No action or suit at law or equity may be brought to partition any common lands.

3. Exterior Maintenance of Homes.

A. Townhomes constructed on individual lots shall be maintained not only in a good state of repair but in an aesthetically pleasing manner consistent with the character and setting of the property as originally developed.

B. Specifically the following items located on individual lots are hereby determined to be items which must be kept in a proper state of repair and maintenance by the individual lot owner; the following list is not intended to be an exclusive list of such items: the roof, windows, exterior lights, paint and/or stain on exterior walls and trim (building and garages), gates and railings, walkways and steps both front and rear, atriums, porches, driveways, lawns, and shrubbery,

4. Use as Private Single Family Residences.

No townhome or townhouse constructed on any individual lot shall be occupied or used except for single family residential purposes by the individual lot owner. This section is specifically intended and designed to prevent or prohibit the use of townhomes or townhouses constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as the owner of the individual lot assumes the responsibility for said guests' compliance with all terms and conditions set forth herein or established by the Association. The Grantor hereof may however, the above notwithstanding, use such houses or homes for model homesites and for display and sales offices.

5. Right to Lease.

The respective townhome upon any individual lot shall not be rented by the owner thereof for transient or hotel purposes which shall be defined as rental for any period of less than ninety (90) days. Other than as set forth in this paragraph, and above, the right of any individual lot owner to lease his/her townhome and individual lot shall not be abridged or restricted by these covenants.

6. Nuisances.

No noxious or offensive activities shall be carried on in, upon, or around any house or home or on any common land nor shall anything be done on either individual lots or common lands which may be or may become an annoyance or nuisance to the remaining individual lot owners or any of them or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner in the quiet and peaceful enjoyment of his or her home, or individual lot.

7. Temporary Structures.

No structure of a temporary character, including but not limited to the following; trailer, basement, mobile home, tent, shack, garage, barn, or other building of a temporary nature shall be placed upon or erected upon any individual lot or common lands either temporarily or permanently; provided, however, the grantor may maintain temporary offices or storage facilities of such character during the construction or maintenance of the project.

8. Sign.

No sign or billboard of any kind shall be placed, erected, or constructed upon any individual lot or common lands and displayed to the public view except one sign of customary and reasonable dimension (not to exceed four square feet) advising or advertising that that individual lot and the home thereon is for sale or lease. Notwithstanding the above, the grantor or its agents may erect during construction such signs to advertise the property, home, or individual lot for sale. The grantor may also erect a permanent sign at a location to be determined by grantor reflecting the name of the project, Los Robles Green.

9. Garbage.

A. All rubbish, trash and garbage shall be regularly placed in garbage cans or containers (which must have lids) specifically intended for such use.

B. Each individual lot shall have a designated location designated by the Association for placement and storage of garbage cans or containers. Some shall be on the individual lot, others shall be on common areas designated by the

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Association for that purpose. All garbage collection containers shall be kept out of view by the individual lot owners except during collection hours.

C. All equipment for the storage and disposal of such trash, garbage or other wastes shall be kept in a clean and sanitary condition and the responsibility for such maintenance shall be that of the individual lot owner or owners.

D. Garbage containers or enclosures shall be maintained by the individual lot owner or owners. It shall be the responsibility of each individual lot owner to make provisions with the City of Tallahassee, Florida for his or her garbage collection. No dumpsters or compactors shall be employed or utilized within the project unless specifically approved by the Association by an affirmative vote of 80% of the membership thereof.

10. Radio and Television Antennas.

All radio and television antennas or other such antenna systems as the grantor shall provide shall be installed and erected or constructed inside the individual lot owner's home. No alteration to or modification of any radio or television antenna system, as erected on either individual lots or common lands by the grantor shall be permitted without the Associations' consent, and no individual lot owner shall construct, use or operate any external radio or television antenna.

11. Use of Common Lands.

The common lands shall be used only by individual lot owners or their tenants, guests or invitees and all such use by the individual lot owner as well as their tenants, guests or invitees shall be consistent with these covenants and any rules or regulations properly adopted by the Association.

12. Lawful Use.

All individual lots or common lands shall be used in a manner consistent with all city and county ordinances, state and federal laws, rules and regulations. No offensive or unlawful use shall be made of any individual lot or common land.

13. Cutting Trees - Penalties.

A. Any tree, shrub or bush with a trunk diameter of three inches or greater measured three feet up from the ground shall not be cut, trimmed or have its roots or root system cut, disturbed or impaired without the express written prior approval of the Association. The prohibition specifically applies to trees, shrubs and bushes on individual lots and common lands.

B. Whosoever shall violate this section shall be assessed, subject to the terms and conditions of assessments contained in Paragraphs VII., 1 and VII., 6, 7 and 8 set out herein a penalty in the amount of \$150.00 per inch of circumference (not diameter) of any tree, bush or shrub so molested.

C. The circumferential measurement set out above by which penalties are determined shall be measured three feet from the ground.

14. Use of Motorcycles, Recreational Vehicles Within the Project.

No motorcycle, motorbike, automobile, recreational vehicle, go-cart, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the project except on paved roads intended for such vehicular operation.

15. Parking or Storage of Vehicles, Boats, Trailers.

No boat, trailer, boat-trailer, recreational vehicle or out of service automobile, motorbike or motorcycle or other powered vehicle shall be stored outside of garage on either individual lots or common lands for any period greater than two days.

16. Entranceway Maintenance.

The entranceway wherein Atlantis Place intersects Glenview Drive and the areas immediately adjacent thereto shall be maintained in good repair by the Homeowners Association. Specifically, the grounds, pillasters, lights, signs and electrical fixtures shall be so maintained by the Homeowners Association.

17. Pets.

Household pets are permitted within the project; however, the Association may adopt and implement such rules and regulations as it may see fit governing pets within the project.

18. Solicitation and Advertising.

A. No individual lot owner may carry on any business from his or her home within the project which involves regular and continuous pedestrian or automobile traffic to and from that individual lot owner's home. Notwithstanding the above, the Association is hereby authorized to duly enact rules and regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner if it so chooses.

B. No individual lot owner may solicit other lot owners for business purposes. No solicitation by persons who are not individual lot owners may be made of any individual lot owner upon or within the boundaries of the project. No individual lot owner shall post any business advertisement or similar poster within the windows or upon that lot owner's home or land within the project. A suitable place shall be provided for notices of interest to other individual lot owners within the project and upon common lands.

C. It is the intent of the Grantor hereunder by restricting business activities within the project to preserve the peace and tranquility and aesthetic single family neighborhood quality of the project. It is not the intent to prohibit businesses completely conducted within the home of any individual lot owner such as an artist, a writer, etc.

19. Notice of Rules to Guests.

Each and every individual lot owner shall advise his or her guests or invitees of the rules and regulations of the Association for the use and enjoyment of all lands, both individual lots and common lands, within the project and instruct such guests that they shall abide by such rules and regulations.

20. Miscellaneous.

A. No laundry, mattresses, bedding materials or clothing shall be hung outside of individual units for any

purpose. Clothes lines for the purpose of drying clothing or other materials shall be prohibited.

B. All types of firearms, including but not limited to shotguns, rifles and pistols are prohibited from being used, or discharged or displayed upon any common lands or individual lots. Notwithstanding the above, firearms may be kept within the home of any individual lot owner. Discharge of any firearms, including pellet or air rifles or BB guns is hereby prohibited.

C. All property owners with garages are to keep their garage doors closed at all times except when taking vehicles in or out of the garage.

21. Maintenance of Original Appearance.

A. The original appearance, of both the landscaping and buildings, whether on individual lots or common lands, shall be preserved within the project.

B. No individual lot owner shall make or commence any alterations in exterior shape, color or appearance of his or her home. Likewise, no fence wall or other appurtenant structure shall be constructed, erected or maintained in a manner to materially change or alter the appearance or integrity of the project.

C. No material alteration or change shall be made to the original landscaping scheme or design, either on individual lots or common lands.

D. Notwithstanding the foregoing, changes in or alterations to the shape, color, exterior appearance of homes on individual lots or structures on common areas or to landscaping may be made if and only if such changes are approved in advance by the Association as specified herein.

E. Prior to the occurrence of such changes or alterations, plans, drawings, and specifications shall be submitted in writing to the Association setting out precisely and exactly how and what is sought to be changed or altered.

F. The Association shall at a meeting consider such plans and specifications and act upon the same within two weeks

from the date of submission of the same to the Association and inform the applicant for such change of its decision in writing.

22. Variances.

A. Variances from the operation of these covenants may be granted in writing by the Association or a committee designated and granted that responsibility by the Association for minor deviations from the operation of these covenants.

B. Prior to the granting of any variance to these covenants by the Association or any of its committee, rules, regulations and by-laws of the Association shall be adopted setting forth the criteria by which such variances shall be reviewed and designating who shall grant such variances.

III.

**RESPONSIBILITY OF ASSOCIATION
TO MAINTAIN STREETS**

It shall be the responsibility and duty of the Association to maintain Atlantis Place in a constant good state of repair and a safe and aesthetically pleasing condition (unless said road is deeded to the city as a public road). Such responsibility shall extend not only to that part of the pavement used for roadway and parking but also to that part of the pavement immediately in front of each individual lot and garage.

IV.

USE OF RECREATIONAL FACILITIES

In the event recreational facilities of any type or nature are constructed upon common lands, the Association shall have the right to limit or establish the number of guests or invitees of individual lot owners who may use those facilities and may from time to time adopt rules and regulations relating to the use and control of such facilities.

A swimming pool may be constructed on the premises for the exclusive use of the homeowners in Los Robles Green. If constructed, the pool area shall be properly fenced and the pool shall meet the requirements of the Florida Department of Health and Rehabilitative Services for Public Pools. It should be the duty of the Association to maintain the pool, deck and bathhouse area and regulate pool usage. However, neither the homeowners

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nor the Association assume liability for any injuries to person or property resulting from negligence or carelessness of the user. No lifeguard will be required to be on duty at any time and the pool shall be used solely at the user's risk. Furthermore, individual owners are responsible for their guests at the pool. Both guests and owners will be required to abide by the rules properly adopted by the Association.

Furthermore, the Association shall be liable for all maintenance expenses related to the upkeep and sanitation of the pool. The bathhouse, which is part of the pool area, shall be governed by the Association's rules.

V.

HOMEOWNERS' ASSOCIATION

1. Creation of The Association.

The developer shall create or cause to be created a non-profit corporation under the laws of the State of Florida to be entitled to Los Robles Green Homeowners Association, Inc. That corporation shall operate pursuant to Florida law and be governed by a Board of Directors.

A. The Association shall have the authority to enact reasonable rules and regulations for the implementation of the policies set out within these covenants.

B. There shall be three (3) classes of membership. Class A shall be the individual lot owners and there shall be as many memberships of Class A category as there are individual lots upon the completion of the project; Class B membership shall be the membership of the Grantor hereunder; Class C membership shall be the membership of the mortgagees of each individual lot and there shall be no more votes than there are individual lot mortgages or equitable lien holders if the individual lots are sold under "Contract for Deed". Class C membership shall have the right to vote only on material changes or amendments to these covenants.

C. Class B membership shall be the only voting membership until the occurrence of the earlier of either of the following:

(1) One Hundred Twenty (120) days after 75% of the individual lots in the project have been conveyed to individual lot owners; or

(2) Three years following conveyance of the first individual lot to an individual lot owner. Upon the occurrence of either condition above, Class B membership shall cease to exist and shall have no voting rights.

D. Upon the occurrence of condition C(1) above, the Grantor hereunder shall have one Class A membership for each unsold individual lot.

E. Upon the occurrence of condition C(2) above, the Grantor shall have one Class A vote per unsold lot; the number of sold individual lots shall be multiplied by a factor which shall produce a number of Class A votes which is one vote greater than the number of unsold individual lots.

F. By the Grantor filing in the public records of Leon County a legal description of the new tract and a new "plat", the provisions of Article IX, Sec. 2 concerning amendments shall not apply to such a change in the legal description of the lands encumbered or benefited by these covenants.

2. Powers and Duties.

The Association, in addition to the powers and duties set forth elsewhere in these covenants, the by-laws and rules and regulations established by the Association, shall have the following powers, duties and responsibilities:

A. It shall own in fee simple, maintain and otherwise manage all common lands; and shall manage and maintain all common easements and uses, as shown on Page 29 hereof, and all facilities, improvements and landscaping thereon. The Association shall be obligated to pay ad valorem taxes on common lands, uses and easement areas.

B. It may grant easements, where necessary across common lands for the location of utilities. It shall have the authority likewise to grant easements across individual lots for the location of utilities so long as the same are done prior to

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the first conveyance of that individual lot from the grantor hereunder to an individual lot owner.

C. It shall maintain such policy or policies of insurance, including but not limited to liability insurance for the common land and common use easement areas as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on common lands.

D. It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

3. Architectural Control Committee of the Association.

A. The Association shall create a committee to be entitled the Architectural Control Committee. Until such time as the declarant ceases to have control of the membership pursuant to Article V, Paragraph 1, it shall serve as the Architectural Control Committee.

B. The Architectural Control Committee shall, after its formation and establishment, be the arm of the Association which is hereby charged with the responsibility of maintaining the integrity, character and aesthetic nature of the project, the homes on individual lots, and making any and all decisions as to variances or violations of these covenants.

C. Until such time as by self operating of these covenants the grantor hereunder is relieved from the management and control of the Association, it shall serve as the Architectural Control Committee and have all the powers, duties and responsibilities granted to that Committee under these covenants. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Grantor hereunder shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members for a period of three years from the date of the recordation of these covenants.

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or until the occurrence of the earlier of the events set out in
Article V, Paragraph 1, above.

VI.

COMMON LANDS

1. Description.

Those land areas shown on Page 29 attached hereto and made a part hereof by reference as if fully set out herein, less the individual lots and common use easement areas shall be known as common lands.

2. Nonexclusive Easements on Common Lands.

Those common lands described above are hereby subjected to certain nonexclusive specified easements, and other nonexclusive unspecified easements as may arise from time to time for the complete and full enjoyment of the individual lot owners in and to those common lands. Nonexclusive specific easements for use and enjoyment shall include but not be limited to the following:

A. Easements for the construction, and maintenance of the swimming pool area and the turn-around area which is a continuation of the main vehicular traffic thoroughfare, Atlantis Place. The turn-around area shall be a paved, all-weather road and shall be constructed by the Developer in accordance with good engineering standards in approximately the location shown on page 29.

B. Easement from the Grantor for ingress, egress, parking, pedestrian traffic and other such similar uses subject to the rules of the Association and the specific provisions of these covenants as set out herein.

C. (1) Easements for the location, construction, maintenance and repair of certain specified utility services including, but not necessarily limited to the following:

- a. Water
- b. Sanitary sewer
- c. Electric service
- d. Telephone service
- e. Natural gas
- f. Cable T.V.

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g. Security systems

(2) The maintenance and repair of that part of the utility lines lying between the main trunk line, and an individual lot and lying on common land shall be the responsibility of and paid for by the individual lot owner. However, any such maintenance done by or on behalf of the individual lot owner shall be done only after notice to the Association.

(3) The individual lot owner doing or having done such utility line maintenance and repair shall completely restore the ground to its normal pre-maintenance condition so that it is safe and aesthetically pleasing. The cost of such restoration shall be paid by the individual lot owner served by the repaired utility line.

3. Association to Manage Common Lands.

By reservation, the Grantor herein has reserved title in and to the common areas and shall convey the same by deed to the Association for perpetual care, maintenance, operation and management subject to the provisions of these covenants and the charter and by-laws of the Association and reasonable rules and regulations enacted by the Association.

A. Each property owner shall automatically upon becoming the owner of an individual lot, become a member of the Association and shall retain such membership until such time as his or her ownership of an individual lot within the project shall cease, at which time his or her membership in the Association shall automatically, by operation of these covenants, be transferred to his or her grantee, transferee, heir or assigns.

B. The Articles of Incorporation, the by-laws of the Association and duly enacted rules and regulations for the operation, management and maintenance of the common areas shall be kept in the custody of the grantor herein until it, by the operation of these covenants relinquishes its control over the Association. Such articles, by-laws, rules and regulations shall be available for inspection to any prospective lot owner during

reasonable business hours at the office of the grantor herein at 501 Glenview Drive, Tallahassee, Florida 32301.

C. After the Grantor herein terminates by operation of these covenants or otherwise, its interest, ownership and control in the Association, the articles, by-laws, rules and regulations of the Association shall be kept in the custody of the secretary of the Association who shall be an individual lot owner.

D. The Association shall make such articles, by-laws, rules and regulations available during normal business hours for the examination of individual lot owners or prospective purchasers of individual lots at some location on the project.

E. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the sale or encumberance of the house on the individual lot to which it is appurtenant and then only to the transferee, grantee or purchaser or mortgagee of that individual lot. Any attempt to make a prohibited transfer of membership as defined herein is void.

VII.

COMMON USE EASEMENTS

1. Description. Those land areas shown on page 29 which are designated as "common use easements", less the common lands and the remaining portions of said individual lots more particularly set forth in Exhibit "B" attached and incorporated herein, shall be known as "common use easement areas".

2. Common Use Easement Areas. Those common use easements areas described above are hereby subjected to certain nonexclusive specified easements and other nonexclusive unspecified easements as may be imposed from time to time for the complete and full enjoyment of the individual lot owners of LOS ROBLES GREEN in and to those common use easement areas. Nonexclusive specific easements for use and enjoyment shall include but not be limited to the following:

A. Easements for the construction of Atlantis Place, the main vehicular traffic thoroughfare through the project which commences at the entrance way on Glenview Drive over the property described in Exhibit "B" which has been granted to the City of Tallahassee and recorded in O.R. Book 1029, pages 1930 through 1934 of the Public Records of Leon County. Atlantis Place shall be a paved, all-weather road and shall be constructed by the Developer in accordance with good engineering standards in APPROXIMATELY the location shown on page 29. Each individual lot owner is hereby granted a perpetual easement from the Grantor, its successors or assigns to use said roadway for ingress, egress, parking, pedestrian traffic and other such similar uses subject to the rules of the Association and these covenants. The use to which this easement may be put is solely to provide continuous legal access from the common lands and each individual lot owners' private drive to the public road, Glenview Drive.

B. (1) Easements for the location, construction, maintenance and repair of certain specified utility services including, but not necessarily limited to the following:

- a. Water
- b. Sanitary sewer
- c. Electric service
- d. Telephone service
- e. Natural gas
- f. Cable T.V.
- g. Security system

(2) The maintenance and repair of the part of the utility lines lying between the main trunk line and an individual lot and lying on common use easement areas shall be the responsibility of and paid for by the individual lot owner. However, any such maintenance done by or on behalf of the individual lot owner shall be done only after notice to the Association.

(3) The individual lot owner doing or having done such utility line maintenance and repair shall completely restore the ground to its normal, pre-maintenance condition so that it is safe and aesthetically pleasing. The cost of such restoration

shall be paid by the individual lot owner served by the repaired utility line. **DR1060PC 894**

C. That certain utility easement to the City of Tallahassee recorded in O.R. Book 1029 page 1930-1934 in the public records of Leon County, Florida.

3. Association to Manage Common Use Easement Areas. The Grantor reserves easement to the common use easement areas set forth on page 29 and Exhibit "B" until completion of construction of the Los Robles Green project. Upon completion of construction of said project, the Grantor shall convey all of its rights to said easement as well as all of its obligations to maintain, operate and regulate the roadways, utility areas and common use easement areas between buildings to the Association.

VIII.

ASSESSMENTS AND LIENS

1. Each Owner to Pay.

Each owner shall pay to the Association:

A. All annual assessments or charges as set forth herein and as subsequently set by the Association.

B. Any and all special assessments for capital improvements or otherwise as set out herein or as subsequently determined by the Association.

C. All assessments, whether annual or special or otherwise shall constitute a lien upon the property of the owner and such lien shall be subject to foreclosure as if the same were a mortgage; provided, however that any such lien shall be subordinate and inferior to any prior existing mortgage on such property.

D. Assessments shall be made pursuant to the by-laws of the Association and these covenants as they may be enacted or amended from time to time. No such assessment shall constitute a lien subject to foreclosure until the property owner has received notice in writing by registered mail, return receipt requested, notifying such owner of the amount due and that payment is due on or before January 1 of the next calendar year.

E. If after written notice of the amounts due payment is not made on or before January 1 of the next year, and the services of an attorney are necessitated to collect those sums either through foreclosure or otherwise, such owner shall pay the costs reasonably incurred and a reasonable attorney's fee.

F. No homeowner may exempt him or herself from liability for his or her contribution towards the common expenses by relinquishing or waiving the use or enjoyment of any of the common areas or facilities or by any other manner other than as provided for in these covenants.

2. Purpose.

The annual assessments levied by the Association, its heirs or successors upon each individual lot owner shall be used exclusively to promote and maintain the health, safety, welfare, aesthetic nature, recreation and desirability of the neighborhood and specifically but not limited to the following:

A. Improvement and maintenance of Atlantis Place in good condition.

B. Maintenance and repair of paved areas on common lands.

C. Any and all commonly owned structures on common lands.

D. Maintenance of landscaping on common lands.

E. Maintenance of entranceway.

F. Payment of utilities used on common lands.

G. Payment of insurance premiums for structures or events occurring on common lands.

H. Utility lines and street lights.

I. Maintenance of pool and bathhouse and pool area.

J. Other uses to which the Association may by proper vote determine.

3. Assessment Funds to Be Held in Trust.

Any and all sums collected as assessments, whether monthly or special as set out herein, may be co-mingled with each other but shall be held for the benefit of the property owners and only

utilized for the purposes set out herein or as otherwise determined by the Association.

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4. Maximum Annual Assessment.

Until January of the first year immediately following the conveyance of the first house to an individual lot owner, the maximum annual assessment shall be \$720 per year per individual lot owner. From and after January 1st of the first year immediately following conveyance of the first house to an individual property owner, the maximum annual assessment may be increased each year by not more than 20% above the maximum assessment of the previous year unless and until a vote of the membership consistent with the procedures set out in the By-Laws of the Association is conducted. From and after January 1, 1984, the maximum annual assessment may be increased by more than 20% only by the vote or written consent of 51% of the then property owners. The Board of Directors of the Association may fix the annual assessments at an amount not in excess of the maximum assessment then permitted.

5. Special Assessments.

In addition to the annual assessments authorized above, Class A members only may levy in any assessment year, which shall be the same as a calendar year, commencing on January 1, and running through December 31, a special assessment applicable for that year only for the purpose of defraying in whole or in part the cost of any property taxes, construction, reconstruction, repair or replacement of structures, shrubbery, trees, etc. on common lands, uses and easement areas or in furtherance of the exercise of the purpose of the Association, provided, however that any such special assessment shall be made in accordance with the By-Laws of the Association.

6. Levy of Assessments, Notice and Payment.

A. The Association shall meet and determine the amount of assessments for the upcoming year no later than November 1 of the year preceding the year in which the assessments are to be levied.

B. Notice of the amount of the assessment shall be mailed by the Association to each individual lot owner by

certified mail, return receipt requested, no later than December 1 of that preceding year and such notice shall state as follows:

1. The name of the individual lot owner.

2. The amount of the assessment.

3. Whether or not the assessment has increased, decreased or remained the same from the previous year.

4. That the payment of the assessment is due on or before January 1 of the upcoming year.

C. All such assessments shall be mailed by the

Association on or before December 1 of the year prior to the due date of payment. Failure of the Association to mail the assessments on or before December 1 shall in no way affect the due date of January 1 of the payment of the assessment.

D. All sums levied as assessments not paid within ten (10) days of January 1 shall bear interest at the maximum legal rate. Such interest shall commence running on the tenth day after said sums are due and payable and shall continue to run until paid. Any partial payments shall be credited first to interest and then to the principal amount of the assessment.

7. Service Charges.

The Association may fix a service charge for delinquent payment of assessments.

8. Sale or Transfer of Interest.

The sale or transfer of title of any property shall not affect in any manner the lien of unpaid assessments; provided, however that the sale or transfer of property pursuant to mortgage foreclosure or sale or any proceedings in lieu thereof may, at the option of the transferee extinguish the lien of such assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such individual lot or lot owner from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee

therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessment against the property, and such grantee shall not be liable for nor shall the property be conveyed subject to a lien for any unpaid assessments in excess of that amount. The grantee shall be liable for all assessments becoming due after the date of such transfer.

9. Association Bidding at Foreclosure Sale.

The Association shall have the right to bid on any property in Los Robles Green at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

IX.

INSURANCE

1. Liability Insurance.

A. The Association shall purchase a policy or policies of general liability insurance insuring the Association from liability to anyone for injury to person or property occurring upon common lands or improvements located upon common lands in an adequate amount determined by the Association.

B. Any and all policies purchased by the Association shall be for the use and benefit of the Association and the individual lot owner's interest in common lands and improvements on common lands. The Association shall not purchase or maintain any insurance for the specific and exclusive benefit of any individual lot owner other than as the interest of that lot owner may exist in common lands and improvements on common lands.

C. Any funds paid to the Association from insurance companies under policies purchased by the Association shall be held for the benefit of the Association on behalf of the individual lot owners and their interests in common lands and structures and improvements thereon, and mortgagees of the Association in and to the common lands. Such policy or policies shall provide that all proceeds covering property losses occurring on common land shall be paid to the Association for the benefit of both the Association, the individual lot owners and the mortgagees.

2. Reconstruction or Repair After Casualty Loss.

A. If any damage to common land or improvements or structures on common lands which result in the payment of insurance proceeds to the Association, then and in that event, the following provision shall apply:

B. Damaged or destroyed common elements shall be repaired or replaced unless the Association is dissolved or terminated according to law or the terms of these covenants.

C. Any repair, restoration, or reconstruction shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, or according to plans and specifications approved by the Architectural Control Committee.

X.

CONSTRUCTION, ENFORCEMENT, AMENDMENT

1. Enforcement of Covenants.

Each individual lot owner shall be governed by and shall comply with the terms of these covenants, the articles and by-laws of the Association, and any rules and regulations duly adopted by the Association. Upon failure of a property owner to so comply, the Association or other property owners or other individual lot owners are hereby specifically given the right to enforce these covenants in any court of competent jurisdiction. In any such proceedings, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

The failure of the Association or any individual lot owner to enforce these covenants, rules or regulations, shall not be deemed a waiver by the Association or by that individual lot owner of his or her right to do so.

2. Amendments to Covenants.

Except as otherwise specifically provided for herein, these covenants may be amended as follows:

A. Notice of any proposed amendment shall be given by Developer in writing by registered mail, return receipt requested, to each individual lot owner no less than 30 days prior to the meeting at which such amendment will be considered.

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Notice as above shall also be sent to all Class C members when any change or amendment to these covenants is to be considered.

B. At any meeting at which an amendment to these covenants is to be considered, such amendment shall become effective only upon the occurrence of the following:

- (1) Said amendment is approved by 75% of the Board of Directors of the Association and 75% of the first lienholders on the individual lots and common lands; or
- (2) Said proposed amendment is approved by an affirmative vote of not less than 80% of the individual lot owners.

C. Any amendment approved in accordance with the above shall be recorded in the public records of Leon County and shall refer back to the official record book and page number at which these original covenants are recorded.

D. Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which would result in nonuniform treatment of any property owner or group of property owners without their express consent. No amendment shall change or increase the percentage of any individual lot owner's contribution to assessments. All individual lot owners shall pay the same uniform assessment.

3. Termination of These Covenants.

These covenants may be terminated under the following terms, conditions and procedures:

A. In no event sooner than 20 years from the date of recordation of these covenants other than as set out herein below.

B. These covenants may be terminated by the written consent of all individual lot owners and all equitable or legal lien holders, including first mortgagees or "Contract for Deed" sellers so long as all such consents are procured within a period of six consecutive weeks. All such consents must be in writing, dated, signed, and procured after notice as proved in Paragraph IX 2 A above.

C. The provisions of these covenants relating to termination shall be amended only with the consent of all individual lot owners procured within a six consecutive week period together with the consent of all lienholders of first liens on all individual lots and common lands. Any amendment relating to termination of these covenants adopted in any manner contrary to this section shall be of no force, effect or validity.

4. Development by Grantor.

No provision contained herein shall prevent the grantor, its employees, agents, contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in the construction of any of the homes on any individual lots, or any of the improvements on any of the common lands contained within the project. No provisions shall operate to prevent the grantor from maintaining such sign or signs on either any individual lot or common lands as may be necessary for the grantor to sell, lease or otherwise dispose of any individual lot.

XI.

LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association as set out herein specifically including but not limited to its duty to maintain or repair portions of the project, the Association shall not be liable to individual lot owners for injury or damage occasioned by natural events, acts of God or by third persons.

XII.

TITLES

The titles of each of the paragraphs or subdivisions of these covenants are for convenience only and shall be deemed to have no legal force and effect.

XIII.

SEVERABILITY

The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section,

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subsection, sentence clause, phrase or word contained in these covenants shall not affect the validity of the remaining covenants or parts thereof.

XIIII.

MISCELLANEOUS

The term "grantor" shall be deemed to include both the singular and plural where appropriate and where the masculine gender is used it shall include either masculine or feminine where appropriate.

DATED this 30th day of March, 1983.

ATLANTIS GREEN, INC., a Florida corporation - Grantor/Declarant

Corporate Seal



By: Mary B. Seals
MARY B. SEALS, President

Attest: _____

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that on this 30th day of March, 1983, personally appeared before me MARY B. SEALS, as President of ATLANTIS GREEN, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Restrictive Covenants, for the uses and purposes therein expressed; and that she acknowledges before me that she has affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at the City of Tallahassee, Florida, County of Leon and State of Florida, the day and year last aforesaid.

Wendy C. Coblentz
NOTARY PUBLIC

My Commission expires: 3/12/86
Notary Public, State of Florida
My Commission Expires March 12, 1986
Bundled This Day 12 March 1986

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501 GLENVIEW DRIVE -

SCALE: 1" = 50' in "

- 3 -

Harper
& Buzinec
ARCHITECTS / ENGINEERS INC

1351 E. LAFAYETTE STREET
TALLAHASSEE, FL. 32301
TELEPHONE (904) 877 8948

First American Title Insurance Company

SCHEDULE

A

(Continued)

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Page 2

Agent's

File No.: PTG - 04372

Commitment No.: FA-C

Policy No.: FA- 0-96552

A tract of land lying in Section 19, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Lot 1, Block "I" of Los Robles, as recorded in Plat Book 2, Page 19, of the Public Records of Leon County, Florida, and run North 00 degrees 13 minutes 01 second East along the East boundary of property described in Deed Book 51, Page 209, of the Public Records of Leon County, Florida, a distance of 25.38 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 13 minutes 01 second East along the East boundary of said property described in Deed Book 51, Page 209, and along the East boundary of property described in Deed Book 163, Page 122, of the Public Records of Leon County, Florida, a distance of 469.79 feet to a 2 inch iron pipe on the South right of way boundary of Glenview Drive (44 foot right of way), thence South 89 degrees 54 minutes 50 seconds East along said South right of way boundary 239.30 feet to a concrete monument, thence South 00 degrees 08 minutes 12 seconds West along the West boundary of property described in Deed Book 136, Page 515, and Deed Book 73, Page 530, of the Public Records of Leon County, Florida, a distance of 469.42 feet to a concrete monument (said concrete monument being located North 00 degrees 08 minutes 12 seconds East 25.38 feet from a concrete monument marking the Northeast corner of Lot 4, Block "I", of said Los Robles), thence West along a line 25.38 feet North of and parallel with the North boundary of said Los Robles, a distance of 239.96 feet to the POINT OF BEGINNING.

The foregoing described property being subject to a sanitary sewer line and a storm drain.

TOGETHER WITH a 30 foot easement for drainage and installation of utilities including water, sewage, gas and electricity, lying in Sections 19 and 30, Township 1 North, Range 1 East, and more particularly described as follows:

Begin at a concrete monument marking the Northwest corner of Lot 1, Block "I" of Los Robles, as recorded in Plat Book 2, Page 19, of the Public Records of Leon County, Florida, and run North 00 degrees 13 minutes 01 second East along the East boundary of property described in Deed Book 51, Page 209, of the Public Records of Leon County, Florida, a distance of 25.38 feet to a concrete monument, thence East along a line 25.38 feet North of and parallel with the North boundary of said Los Robles, a distance of 239.96 feet to a concrete monument on the West boundary of property described in Deed Book 73,



Ex. "A"

First American Title Insurance Company

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SCHEDULE A, Page 3 (Continued)

Agent's

File No.: PTG - 04372

Commitment No.: FA-C

Policy No.: FA- O-96552

Page 530, of the Public Records of Leon County, Florida, thence South 00 degrees 08 minutes 12 seconds West along said West boundary 25.38 feet to a concrete monument marking the Northeast corner of Lot 4, Block "I", of Los Robles, thence South 00 degrees 33 minutes 00 seconds West along the East boundary of said Lot 4 a distance of 4.62 feet, thence West along a line 4.62 feet South of and parallel with the North boundary of said Los Robles, a distance of 240.00 feet to the West boundary of said Lot 1, thence North 00 degrees 33 minutes 00 seconds East along said West boundary 4.62 feet to the POINT OF BEGINNING.

The foregoing described property being subject to a storm drain.

