

PROTECTIVE COVENANTS

AND

PROPERTY OWNERS' ASSOCIATION

John A. Weatherly
 JAMES F. WEATHERLY, JR. & ALICE M. WEATHERLY the owner of that certain land, situate and being in Leon County, Florida, which is described in Exhibit A attached hereto and made a part hereof, by this instrument does make, declare and impose upon the lands, for the benefit of and limitation upon all present and future owners thereof, the following conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, binding upon the owner, its successors and assigns, all persons claiming any right, title or interest in the land and all subsequent purchasers thereof, their heirs, personal representative and assigns.

ARTICLE I: Definitions

The following terms as used in this Declaration of Restrictions are defined as follows:

- A. "Administrator" shall mean the person selected to administer and enforce the protective covenants and the terms of the property owners' association.
- B. "Association" shall mean the Terre Bonne Property Owners' Association, a Florida corporation not for profit as subsequently described herein.
- C. "By-Laws" shall mean such by-laws as are established by the Association from time to time.
- D. "Declarant" refers to JAMES F. WEATHERLY, JR. & ALICE M. WEATHERLY their heirs, successors and assigns.
- E. "Lot" refers to each lot and single family building.
- F. "Common Areas" refers to all areas within the subdivision other than those areas constituting lots, and those areas dedicated to common use.

840278

APPROVED IN THE PRESENCE OF
 TWO JUSTICES OF THE PEACE
 AUG 25 2 30 PM 1977
 CLERK OF CIRCUIT COURT

John A. Weatherly

UNOFFICIAL DOCUMENT

G. "Owner" refers to the fee simple title holder of each "lot" as defined herein as reflected by the Public Records of Leon County, Florida.

H. "Subdivider" refers to JAMES F. WEATHERLY, JR. & ALICE M. WEATHERLY, their heirs, successors and assigns.

I. "Unit" refers to all single-family dwelling units constructed or to be constructed upon lots in the subdivision.

ARTICLE II: Residential Use

A. Those tracts designated "single family" shall only be used for the construction of single family residential dwelling units as permitted by the zoning code of the City of Tallahassee, Leon County, Florida, as now in effect.

B. Each unit shall be restricted to use by a single family, its household, servants and guests. No trade, business, profession or other type of commercial activity shall be carried on upon any of the lands covered by those restrictions, provided, however, that this shall not prohibit:

- (1) The renting of a unit for residential purposes;
- (2) Such activities by Subdivider as Subdivider shall deem necessary to the development or sale of the property and improvements, including, but not limited to, the placement of construction sheds, sales and/or rental offices.

ARTICLE III: Garages

Each unit will contain a garage which shall remain available for use for parking and storing of motor vehicles, bicycles, mopeds, tools and other equipment routinely stored and maintained in a garage. No garage shall be enclosed or converted to any other primary use, other than as set forth in this paragraph, without the approval of the Administrator.

ARTICLE IV: Motor Homes, Campers, Boats, Trailers, Canoes, and Other Recreational Vehicles

All motor homes, campers, boats, trailers, canoes, and other recreational vehicles of whatever nature, shall be parked or stored in an area specially designated for such purposes by the administrator. Such motor homes, campers, boats, trailers, canoes, and other recreational vehicles of whatever nature, shall not be parked or stored on any lots, driveways, or streets.

ARTICLE V: Signs

No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common elements or limited common elements except one (1) sign of customary and reasonable dimension advertising the house for sale or rent or except signs used by Subdivider, their heirs, successors or assigns, to advertise the Subdivision or houses during the construction and sale. No "For Sale" or "For Rent" signs shall be posted or displayed by homeowners other than Subdivider until the Subdivider has sold the last unit, unless otherwise approved by the Administrator.

ARTICLE VI: Aerials and Clothes Lines

No clothes lines or clothes poles shall be erected unless hidden from view from other lots and from the streets. No exterior radio, television or electronic antennae or aerials may be erected or maintained upon any land within the subdivision, without the approval of the Administrator.

ARTICLE VII: Garbage Disposal

All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers.

ARTICLE VIII: Animals

OR 127800994

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and, provided further that they are so kept as not to be or become a nuisance or annoyance.

ARTICLE IX: Parking Strips

No parking strips or areas other than those driveways approved by the Administrator may be permitted upon any portion of the lot.

ARTICLE X: Sight Obstructions

No fence, wall, hedge, shrub or tree shall be placed upon any lot in such a manner or in such a place as would obstruct the view of the driver of a motor vehicle when coming into an intersection. The determination of the Administrator as whether any such visual obstruction exists shall be conclusive and upon notification of such obstruction by such Administrator, the owner of the lot upon which such obstruction is situate, shall have ten (10) days from the sending of such notice to remove the same. Should the owner fail to do so, the Administrator may enter upon the subject lot and remove the same at the expense of the owner without such entry constituting a trespass and the owner shall be liable to and pay the Association the cost thereof.

ARTICLE XI: Conveyance to Association

At such time as is determined appropriate by the Subdivider, but no later than sixty (60) days following the conveyance of all lots in the subdivision by the Subdivider to persons other than affiliates or subsidiaries of Subdivider, and in no event not later than five (5) years from the date of transfer of the first unit or lot to an owner, the

Subdivider shall convey to the Association all portions of the Subdivision to which title is held by the Subdivider and which portions are dedicated to either public or common use, if any. Notwithstanding the fact that title to the areas in the subdivision, other than the lots, shall be vested in the Subdivider or Subdivider's subsidiaries, or affiliates, prior to such conveyance, it shall be the obligation of the Association to maintain and pay ad valorem taxes upon all areas of the subdivision, other than lots, commencing with the date hereof.

ARTICLE XII: Drainage

No changes in elevations of any lot shall be made which will cause a change in the flow of surface waters to adjacent properties.

ARTICLE XIII: Nuisance

No noxious or offensive activity shall be carried on upon any land within the subdivision, nor shall any owner permit a nuisance upon his lot, nor shall anything be done thereon which might become an annoyance or nuisance to other owners.

ARTICLE XIV: Notification

When any notice is required to be sent or permitted to be sent by the Association to an owner of a lot or occupant of a unit pursuant to the terms hereof, or pursuant to the by-laws of the Association, the same shall conclusively be deemed to have been delivered to the owner or occupant upon the happening of any of the following:

A. The actual delivery thereof to the owner or to any person over the age of fifteen (15) years residing in the unit in question.

B. The expiration of three (3) days after placing of the same in the United States Mail with postage prepaid,

addressed to the owner or occupant at the street address of the unit (if such lot has been improved), or if the lot is unimproved, addressed to the owner at the address to which the deed vesting title in the owner was sent by the Clerk of the Circuit Court of Leon County, Florida, or to such other address as the owner may have provided to the Association; or

C. The posting of the same upon the front door of the unit in question if the property is improved.

Certification by the Administrator of compliance with any of the foregoing provisions shall establish a presumption of such delivery.

ARTICLE XV: Insurance

A. The Administrator on behalf of the Association, shall obtain public liability insurance in connection with the duties of the Association to supervise and administer all of the requirements of these protective covenants, insuring the Association in such amounts as the Administrator may determine from time to time, provided, however, that the minimum amount of liability coverage shall be One Hundred Thousand Dollars (\$100,000.00) and the minimum amount of property damage shall be Twenty-Five Thousand Dollars (\$25,000.00). Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each owner as provided in Article XVIII hereof. Each individual owner shall be responsible for purchasing liability insurance to cover accidents occurring within or upon his tract or tracts including, but not limited to accidents for the operation of his vehicles.

B. The Administrator shall obtain casualty insurance in such amounts as the Administrator may determine from time

to time to be necessary for insuring the improvements for which the Association has maintenance responsibility. Premiums for the payment of such insurance shall be chargeable as a common expense as set forth in subparagraph (A) above.

C. All insurance policies purchased by the Association shall be for the benefit of the Association and the members of the Association as their interest may appear and the Administrator or its agents shall be the agent for each and every owner for the purpose of negotiating and settling all claims against any insurance company, and, accordingly, is authorized to execute releases on behalf of the Association and each and every owner in favor of any insurer after settlement.

ARTICLE XVI: Lawful Use

No immoral, improper, offensive, or unlawful use shall be made of the subdivision property or any part of it. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the subdivision property shall be observed.

ARTICLE XVII: Association

A. The Association shall be known as Terre Bonne Property Owners' Association, Inc. and shall be incorporated under the laws of the State of Florida, as a corporation not for profit.

B. The owner of each unit constructed in the subdivision shall automatically be a member of the Association, provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all of the rights of membership on behalf of all of the owners of the tract or lot.

C. In the event such owner is a corporation, such corporation shall designate one of its officers to act on

behalf of the corporation with respect to membership privileges in the Association.

D. Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the Charter or By-Laws of the Association. Regardless of any other provision herein, the fee simple owners of the residences on lots, adjacent to the subdivision, and presently owned by Daryl Nall and Jim Weatherly, shall be entitled to one vote for each such residence or lot, there being one vote allocated to the Nall property and one vote allocated to the Weatherly property, their successors and assigns.

E. Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Subdivider shall serve as the Administrator until such time as the Subdivider has conveyed title to all of the lots to persons other than affiliates or subsidiaries of Subdivider, at which time there shall be an election by the membership to choose an Administrator.

F. Notwithstanding any of the foregoing provisions, or the Charter or By-Laws of the Association, the Subdivider shall have two votes for each lot or unit owned by it until all lots or units have been conveyed to persons other than affiliates or subsidiaries of Subdivider.

ARTICLE XVIII: Assessments

A. In determining the prorata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association, each unit which may be constructed, whether actually constructed or not shall be deemed one unit, and the total number of units shall be divided into the cost to be allocated, with each unit assessed the resultant cost thereof.

B. The owner of the lot upon which each unit has been or may be constructed shall be the person liable to the Association for payment of the cost allocated to such unit, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.

C. Each owner shall contribute to the owners' association a monthly fee of Thirty Dollars (\$30.00), which sum shall be collected and deposited to the account of the owners' association.

D. The Administrator shall have the power and authority to increase the said monthly fee in the event the maintenance and affairs of the Association require additional funds. All increases shall then be approved by the majority vote of lot or unit owners, with each lot or unit owner having one vote, except the Subdivider, which shall have two votes for each lot it owns.

E. The owner of each lot whether a unit has been constructed on the property or not, shall be the person liable to the Association for the payment of its share of the cost allocated to such lot.

ARTICLE XIX: Special Assessments

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a prorata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of members of the Association with each lot constituting one member. The Subdivider shall be assessed for each of the lots to which it still retains title and which have not been sold.

ARTICLE XX: Liens

A. Any sum owing by an owner to the Association, as provided herein, or as may be provided under the By-Laws of the Association shall be secured by a lien upon the tract of the owner.

B. If any sum due by an owner to the Association is not paid within thirty (30) days from the date of billing by the Administrator to the owner, the owner shall pay to the Association interest thereon at the rate of twelve percent (12%) per annum, accruing from a date thirty (30) days after the date of such billing, which interest shall also be secured by such lien.

C. Such lien shall attach to and become effective against the tract upon filing of a notice of lien by the Administrator among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing, and the date of the commencement of the accrual of interest. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a tract as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a tract in lieu of foreclosure, such acquirer of title, his or its heirs, successors and assigns, shall not be liable for the assessments pertaining to such tract or chargeable to the former owner of such tract which became due prior to the acquisition of the title to such tract as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure. All of such unpaid assessments shall be deemed to be common expenses collectible on a pro rata basis from all of the members of the Association.

D. A copy of such notice shall be sent by the Administrator to the owner within ten (10) days after filing of the

same among the Public Records of Leon County, Florida. However, failure of the Administrator to send such notice to the owner shall in no way invalidate the lien.

E. Such lien may be foreclosed by the Association, its successors and assigns, in the same manner as a mortgage, and in the event foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including a reasonable attorney's fee.

ARTICLE XXI: Use of Funds

A. All of the funds paid to the Association shall be maintained in the bank account in the name of the Association and shall be applied solely for the maintenance and operation of the Association and expenses incurred in the normal course of its affairs.

B. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.

ARTICLE XXII: Association Areas of Responsibility

A. It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.

B. It shall be the responsibility of the Association to insure that "Common Areas" described in Article XXIII are continually maintained and repaired pursuant to Article XXIV and as provided in this article.

ARTICLE XXIII: Common Areas

The common areas shall include, but not be limited to, the following:

A. The open space and common areas not included in any of the lots.

B. All easements, including those for utilities, parking, roadways and other purposes.

C. Such other areas as may be determined by the Administrator to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the subdivision.

ARTICLE XXIV: Maintenance Services

The maintenance services for the designated "common areas" herein shall be provided by the Association and each owner shall pay to the Association his prorata share of the cost of the maintenance thereof. Maintenance services shall include but not be limited to the following:

A. Planting, irrigating, mowing, fertilizing and spraying of the plants and grasses placed and maintained in open spaces and common areas.

B. The maintenance of any common buildings.

C. The maintenance and upkeep of the private roads and parking easements.

ARTICLE XXV: Architectural Control

A. No building, wall, structure or other improvement shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefor and the location thereof upon the lot have been approved by the Administrator as to quality of workmanship and materials, harmony of external design with existing or proposed structure, and as to location upon a lot or building site.

B. All plans submitted shall include a plot plan showing the location of the proposed improvements upon a

building site. Refusal of the approval of the plans and specifications or location of the improvements by the Administrator may be based upon any ground, including solely aesthetic grounds.

The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Administrator's approval.

ARTICLE XXVI: 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 subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons.

ARTICLE XXVII: Sale, Lease, and
Other Disposition of Houses by Subdivider

None of the limitations contained in this instrument relating to the sale, lease, devise, or other disposition of tracts, lots or units shall apply to the Subdivider.

ARTICLE XXVIII: Development by Subdivider

No provisions contained herein shall prevent Subdivider, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any of the common elements, limited common elements or houses nor shall said provisions in any way prevent the Subdivider from developing said subdivision or from maintaining such sign or signs on the subdivision property as may be necessary for the sale, lease or other disposition thereof.

ARTICLE XXIX: Enforcement

The provisions hereof may be enforced by the Subdivider, the Association, or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach hereof. In addition, whenever there shall have been built upon any lot any structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. Should either the Subdivider or the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Subdivider or the Association, as the case may be, all costs incurred including a reasonable attorney's fee. Any and all costs incurred by the Association in the enforcement hereof, including attorney's fees shall become a lien against the property, subject to the same terms and conditions as the lien set forth in Article XX.

ARTICLE XXX: Waiver

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to so do thereafter as to either the same breach or a subsequent breach.

ARTICLE XXXI: Severability

Invalidation of any one or more of the provisions thereof by a court of competent jurisdiction shall in no way

affect any other provision hereof, all of which shall remain in full force and effect.

ARTICLE XXXII: Duration of Covenants

The foregoing covenants, restrictions, reservations, and servitudes shall be binding for a period of 20 years from the date of recording hereof, after which time the same shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots in the subdivision has been recorded, which instrument alters, amends, extends, enlarges or repeals the provisions hereof in whole or in part.

ARTICLE XXXIII: Amendment

The Subdivider reserves the right to include in any contract hereinafter made, any additional restrictive covenants deemed necessary by the Subdivider. The provisions hereof may be modified, amended or repealed at any time by the Subdivider during such time as the Subdivider, its subsidiaries or affiliates, are the owner of any of the lots in the Subdivision, and after such time as the Subdivider, its subsidiaries or affiliates, no longer own any lot in the Subdivision by majority vote of the members of the Association. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Subdivider or by the Association shall affect the lien of any mortgage then encumbering any of the lands in the Subdivision, nor the right or powers of the holder of any such mortgage.

ARTICLE XXXIV: Effect

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.

IN WITNESS WHEREOF, this instrument is executed this 21 day of
August, 1987.

Witnesses:

Carol Penrose
Alicia H. Hall

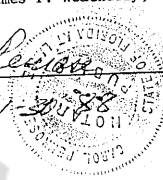
JAMES F. WEATHERLY, JR.

ALICE M. WEATHERLY

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by James F. Weatherly,
Jr. and Alice M. Weatherly this 21 day of August, 1987.

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



THIS INSTRUMENT PREPARED BY:
JAMES F. WEATHERLY, JR.
4897 Market Place
Tallahassee, Fl., 32303

BROWARD DAVIS & ASSOC., INC.

LAND PLANNING • SURVEYING • CIVIL ENGINEERING
DEVELOPMENT MANAGEMENT
FLORIDA • GEORGIA • ALABAMA



BROWARD P. DAVIS, P.L.S.
PRESIDENT

LARRY E. DAVIS, P.L.S.
VICE-PRESIDENT-SURVEYING
JERROLD R. HINTON, P.L.S.
VICE-PRESIDENT-ADMINISTRATION
SECRETARY-TREASURER

November 18, 1980

EXHIBIT "A" 012781007

WALTER A. JOHNSON, P.E., P.L.S.
VICE-PRESIDENT-ENGINEERING

NEVINS C. SMITH, JR., P.E.
DIRECTOR OF ENGINEERING DESIGN
LEE F. DOWLING, P.L.S.
DIRECTOR OF SURVEYING

JIM WEATHERLY

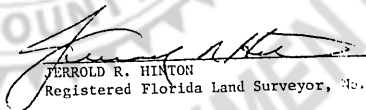
Home Site

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

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.

A tract of land lying in Section 12, Township 1 North, Range 1 West, Leon County, Florida, and being more particularly described as follows:

Commence at a concrete monument marking the Northwest corner of Lot 18, Block "N" of Lakeshore Estates Unit No. 5, as recorded in Plat Book 8, Page 35 of the Public Records of Leon County, Florida, and run South 88 degrees 21 minutes 02 seconds West 1080.84 feet to a concrete monument on the South boundary of property described in Official Records Book 54, Page 310 of the Public Records of Leon County, Florida, thence South (n) degrees 52 minutes 59 seconds East along the East boundary of the West 2496 feet of said Section 12 a distance of 2377.16 feet to a concrete monument on the Northerly boundary of property described in Deed Book 187, Page 79 of the Public Records of Leon County, Florida, thence South 69 degrees 09 minutes 58 seconds West along said Northerly boundary 158.94 feet to a concrete monument, thence South 10 degrees 40 minutes 23 seconds West along the Westerly boundary of said property 147.79 feet, thence South 80 degrees 19 minutes 04 seconds East 181.17 feet, thence South 01 degree 38 minutes 27 seconds East 225.89 feet to a concrete monument marking the Southeast corner of property described in Official Records Book 493, Page 711 of the Public Records of Leon County, Florida, thence North 83 degrees 26 minutes 13 seconds East 60.21 feet for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 09 minutes 38 seconds East 150.00 feet, thence North 83 degrees 32 minutes 38 seconds East 300.00 feet, thence South 00 degrees 09 minutes 38 seconds West 150.00 feet, thence South 83 degrees 32 minutes 38 seconds West 300.00 feet to the POINT OF BEGINNING; containing 1.03 acres, more or less.


JERROLD R. HINTON
Registered Florida Land Surveyor, No. 2293

BPD #67-403
PSR #0420

STREET ADDRESS: 2414 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32308 • (904) 878-4195 OR 877-5900