

Document Prepared By
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7118 Beech Ridge Trail
Tallahassee, FL 32312

THE GLEN AT GOLDEN EAGLE
HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

JUL 11 AM 11:14
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

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STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants and Restrictions, made on this 16th day of July, 1997 by Capital First Holdings, Inc, a Florida Corporation, hereinafter referred to as "Developer",

WITNESSETH

WHEREAS, Developer is the owner of certain real property commonly known as The Glen and desires to create thereon a residential community with facilities for the benefit of said community, and

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

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

WHEREAS, Developer has incorporated under the laws of the state of Florida as a nonprofit corporation, KILLEARN LAKES HOMEOWNERS ASSOCIATION, INC for the purpose of exercising the functions aforesaid, and said documents governing the above functions are recorded at Official records Book 1844, Page 1978, of the Public Records of Leon County, Florida, and

WHEREAS, Developer has incorporated under the laws of the state of

Florida as a nonprofit corporation, THE GLEN AT GOLDEN EAGLE HOMEOWNER'S ASSOCIATION, INC solely for the purpose of exercising the function of maintaining roads, drainage facilities and open spaces

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

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additional Property Additional Units of The Glen may become subject to this Declaration by recordation of additional declarations containing substantially the same substance as the instant indenture in the sole discretion of the developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members of the Association to the end that all rights resulting to Members of the Killearn Lakes Homeowners Association, Inc , shall be uniform as between all Units of Killearn Lakes

ARTICLE II

DEFINITIONS

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

(A) **"Assessment"** shall mean the sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, upkeep and preservation of the Properties and Restricted Area pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association

(B) **"Association"** shall mean and refer to The Glen at Golden Eagle Homeowners Association, Inc.

(C) **"Board"** shall mean and refer to the Board of Directors of The Glen at



Golden Eagle Homeowners Association, Inc

(D) **"By-Laws"** shall mean the by-laws of the Association

(E) **"Developer"** shall mean Capital First Holdings, Inc , its grantors, successors and assigns

(F) **"Directors"** shall mean the directors of the Association

(G) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure "Owner" shall be construed to include both a lot owner and a residential living unit owner.

(H) **"Road Improvements"** shall mean and include construction of any kind, whether above or below the road surface

(I) **"The Properties"** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof

(J) **"Rules and Regulations"** shall mean the rules and regulations adopted by the Association

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken

Section 2. Notices Any notice required to be sent to any Member or Owner, under the provisions of this Declaration, shall be deemed to have been

properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs incurred by the association including attorney's fees shall be paid by the person(s) violating these covenants. In the event of litigation hereunder to require the Developer or the Association to perform any obligation imposed upon them under this declaration, the prevailing party shall be entitled to an award of costs, including reasonable attorneys fees

Section 4. Severability Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of two-thirds (2/3) of the Lot Owners of all the Properties annexed by these or similar covenants by Developer under paragraph 4, below

This Declaration may be amended at any time with the consent and approval of not less than two-thirds (2/3) of all such Lot Owners. Any such amendments shall be recorded in the public records of Leon County, Florida. Notice of any proposed amendment shall be given in writing to each Lot Owner, by registered mail, return receipt requested, at least thirty (30) days prior to a meeting called by the Association to consider such proposed amendment

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions, or instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and © to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained here, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the



authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot Owner or group of Lot Owners without their express consent. No amendment shall change or increase the percentage of any individual Lot Owner's contribution to assessments. No amendment shall be effective which alters the requirements herein imposed by Section 10-1560(a)(1) - (a)(13) of the Leon County Code without the written consent and joinder of the county, which consent and joinder may be given by the county attorney provided the minimum requirements of said Section are complied with.

Section 6. Annexation. Developer owns additional real property adjacent and contiguous to the Properties. The Developer may annex so much of said additional property from time to time, in the sole discretion of Developer, to Declaration of Covenants and Restrictions of similar nature by recording such in the Public Records of Leon County, Florida. Upon such recordation, the annexed Properties shall become part of those Properties to the end that all rights of members shall be uniform as between all Units. Except as aforesaid, any other annexation of additional property shall be approved by two-third (2/3) vote of the members.

ARTICLE IV DEVELOPER'S RESERVATION TO AMEND

The Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract of deed subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

ARTICLE V ADDITIONAL COVENANTS AND RESTRICTIONS

The covenants and restrictions hereby imposed are in addition to the The Glen at Golden Eagle Killearn Lakes Homeowners' Association, Inc., Declaration of Covenants and Restrictions, dated 16 July, 1997 and recorded in Official Records Book 2032, Page 1031, of the Public Records of Leon County, Florida, and

those certain Declaration of Covenants and Restrictions dated 9/25, 1995 and recorded in Official Records Book 104, Page 178, of the Public Records of Leon County, Florida Further, no property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in Article I hereof

ARTICLE VI **HOMEOWNERS ASSOCIATION**

1 Creation. There shall be created a non-profit Florida corporation to be known as the The Glen at Golden Eagle Homeowner's Association, Inc

2 Membership. Every Owner shall be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any site

3 Classification of Membership in Association.

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

Subsection 2 Voting Rights The Association shall have two classes of voting membership

Class A. Class A Members shall be all those owners as defined in Subsection 1 with exception of the Developer Class A members shall be entitled to one vote for each duplex unit, one (1) vote for each residential living unit in which they hold the interests required for membership by Section 1 on all issues other than the amendment of covenants and voting for directors of the association On said issues, every owner shall have one vote When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site

Class B. Class B Members shall be the Developers The Class B members shall be entitled to four votes for each site in which it holds the interest required for membership in Subsection 1 on all issues other than the election of the directors of the association and the amendment of the covenants, provided that the Class B



membership shall cease and become converted to Class A membership at such time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such

Notwithstanding any other provision in this Article, every owner shall at all times be entitled to cast one vote per site on the amendment of restrictive covenants and the election of all directors of the association. The first election of said directors shall be held before more than 50 percent of the sites have been sold or conveyed by the Developer.

4. Powers and Duties of Association 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 Roadways and all facilities and improvements thereon, including the entrance gates

(b) It may grant easements, where necessary, across Roadways for the location of utilities, accessways and ingress and egress.

(c) It shall maintain such policy or policies of insurance 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 in Restricted Areas

(d) It shall have the authority to employ a manager or other oppressor and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities

5. Reservation by Developer The Developer shall deed the private streets or roads, drainage facilities, and other required common area improvements to the Association or other responsible corporate entity before more than 70 percent of the subdivision sites have been sold or conveyed by the Developer. The Developer has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such rights to other entities

6. Dedication of Roadways The Homeowner's Association shall be required to dedicate to public use any street or road in the subdivision whenever two-thirds of the owners of two thirds of the property abutting such street or road present a signed petition proposing such dedication to the county or successor local government and such local government agrees to accept for maintenance the

subject street or road as a public right-of-way. Further, the Homeowner's Association is prohibited from dedicating any street or road to public use unless the preceding procedure has been followed

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees for enforcing same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title, unless the Treasurer of the Association has released such lot in writing.

2. Definition of Roadway. For purposes of this Article, the roadway shall be defined as beginning at Deerlake Road West in The Glen at Golden Eagle Phase I (formerly Eagle's Ridge Unit No. 6) and to points shown by the attached survey (designated as Exhibit "B"). Each owner of any lot within the property referred to in Article I, Section I, does hereby have an ingress and egress easement across and through said roadway.

3. Purpose of Assessments The purpose of this assessment shall be to maintain the roadways in useable and sightly condition for the property owners and their guests. In addition, such assessment shall be used to maintain the entrance sign, drainage facilities and open spaces.

4. Maximum Annual Assessment Until January 1, 1998 the maximum annual assessment shall be \$65.00 for each lot.

(a) From and after January 1, 1998, the Board may increase the maximum annual assessment each year by not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1, 1998, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.



(c) The Board of Directors of The Glen at Golden Eagle Homeowner's Association, Inc , may fix the annual assessment at an amount not in excess of the maximum

5 Implementation of Roadway, Drainage Facilities and Open Spaces Maintenance. The Board of Directors at any time, or upon written request of no less than five property owners, the Board shall receive bids from at least three qualified contractors for maintenance work on the roadways, drainage facilities and open spaces Upon receipt of written bids, the Board shall review the bids, and using their ability, and based upon the amount of the bid, the bidding contractor, opinions of other Boards or individuals or companies who have had service, and upon their own discretion, the Board shall determine the contractor for any maintenance job to be performed

6. Change in Basis and Maximum Amount of Annual Assessments Subject to the limitations of Sections 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments greater than 5% of the previous year's maximum assessment, fixed by Sections 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the maximum assessments permitted under Sections 3 and 4 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article 1, section 2 hereof

7. Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting At such meeting, the presence of a majority of the Owners (or written proxies therefrom) shall constitute a quorum

8 Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all single-family Lots and one-half of such amount for all multi-family Lots All assessment may be paid on an annual basis

9 Date of Commencement of Annual Assessments Due Dates The effective date of the commencement of Annual Assessments shall be the first day of the month following completion of improvements of roads and utilities serving the unit in which the Lot is located for single family homes and the first day of the month following the date of insurance of a Certificate of Occupancy for multi-family Lots The first annual assessment shall be adjusted according to the number of months

remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every Lot Owner. The due dates shall be established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

10. Effective of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Restricted Area or abandonment of a Lot.

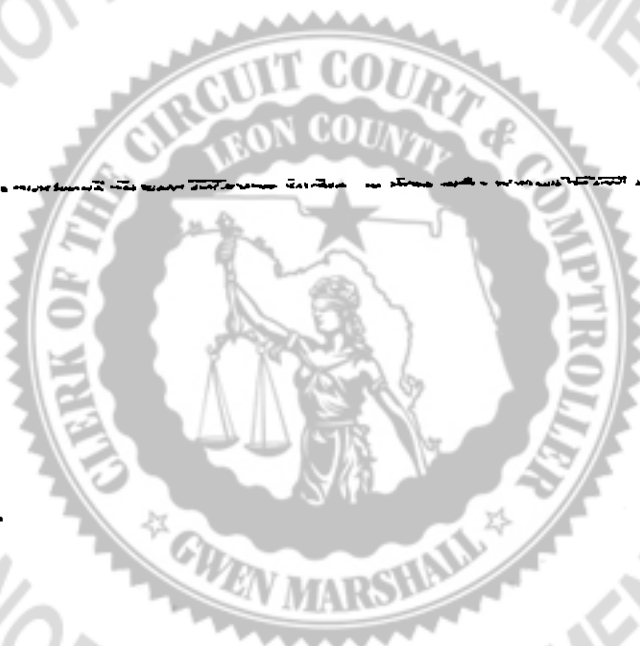
11. Attorney's Fees. Attorney's fees shall be awarded to the prevailing party in litigation which is brought to either require the association, or other corporate entity, to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other common facilities or litigation which is brought to require the developer to incorporate the association or to perform any other action or obligation imposed on the developer pursuant to the restrictive covenants.

12. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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



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

IN WITNESS WHEREOF, the undersigned being the Developer herein, has



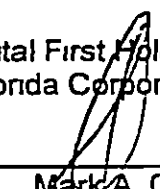
caused this Declaration to be executed the day and year first above written

WITNESSES

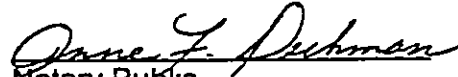


(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

Capital First Holdings, Inc
a Florida Corporation

By 
Mark A. Conner
President

The foregoing instrument was acknowledged to me this 16th day of July, 1997, by Mark A. Conner as President of Capital First Holdings, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.


Notary Public
ANNE F. Dechman
Printed Name

My commission Expires 4/6/01



Anne F. Dechman
MY COMMISSION # CC627621 EXPIR
April 6 2001
BONDED THRU TROY FAIR INSURANCE

EXHIBIT "A"

Begin at a concrete monument (marked #2981) marking the most Westerly corner of Eagles Ridge Unit 5, a subdivision as per map or plat thereof recorded in Plat Book 11, Page 33 of the Public Records of Leon County, Florida and thence run North 45 degrees 40 minutes 07 seconds East along the Northwesternly boundary of said Eagles Ridge Unit 5, a distance of 523.48 feet to a concrete monument (marked #2981) lying on the Southwesterly right-of-way boundary of Ridgeview Trail, thence leaving said Southwesterly right-of-way boundary run North 57 degrees 21 minutes 12 seconds East 61.19 feet to a concrete monument (marked #4261) lying on a curve concave to the Northeasterly, thence run Southeasterly along said curve with a radius of 275.00 feet through a central angle of 03 degrees 07 minutes 39 seconds, for an arc distance of 15.01 feet, chord being South 30 degrees 12 minutes 32 seconds East 15.01 feet to a concrete monument (marked #4261), thence run North 57 degrees 32 minutes 10 seconds East 128.60 feet to a concrete monument (marked #4261), thence run North 38 degrees 12 minutes 15 seconds West 37.73 feet to a re-rod (marked #4261), thence run North 22 degrees 18 minutes 51 seconds West 520.65 feet to a concrete monument (marked #4261), thence run North 18 degrees 43 minutes 02 seconds West 379.74 feet to a concrete monument (marked #4261), thence run North 46 degrees 58 minutes 47 seconds West 190.00 feet to a concrete monument (marked #4261), thence run South 43 degrees 01 minutes 13 seconds West 29.23 feet to a concrete monument, thence run North 89 degrees 58 minutes 55 seconds West 424.87 feet to a concrete monument (marked #4261) lying on the Easterly-right-of-way boundary of Deerlake Road West, thence run Southerly and Southeasterly along said right-of-way boundary the following three courses: South 00 degrees 01 minutes 52 seconds West 749.95 feet to a concrete monument (marked #4261), along a non-tangent curve concave to the Northeasterly having a radius of 699.36 feet, through a central angle of 43 degrees 38 minutes 58 seconds for an arc distance of 532.79 feet (chord being South 21 degrees 49 minutes 44 seconds East 520.00 feet) to a concrete monument (marked #1254), South 43 degrees 33 minutes 02 seconds East 278.11 feet to the POINT OF BEGINNING containing 20.70 acres, more or less

