

STATE OF FLORIDA

COUNTY OF LEON

OR1286-1281

848872

VISALIA PLACE DECLARATION

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 15 8 40 AM '87
PAUL F. HANISFIELD
CLERK OF CIRCUIT COURT

OF COVENANTS AND RESTRICTIONS

That this Declaration of Covenants and Restrictions was made and entered into on this 12th day of Oct, 1987, by DEER POINTE OF TALLAHASSEE, LTD., a Florida limited partnership, whose sole general partner is ASSOCIATED MORTGAGE INVESTORS, a Massachusetts Business Trust, hereinafter collectively referred to as "Developer".

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STATEMENT OF BACKGROUND INFORMATION

Developer is the owner of the real property (the "Property") described in Article I of this Declaration and desires to create thereon a residential community (the "Community") with open spaces and other common facilities for the benefit of the Community. Developer desires to provide for the preservation of the values and amenities in the Community and for the maintenance of open spaces, and other common facilities, and, to this end, desires to subject the Property together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof. Developer has deemed it desirable, for the efficient preservation of the values and amenities in the 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. Developer intends to incorporate under the laws of the State of Florida, as a non-profit corporation, Visalia Place Association, for the purpose of exercising the functions aforesaid.

DECLARATION

The Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Additional Property may be made subject to this Declaration by recordation of additional declarations referring to the instant indenture in the sole discretion of Developer.

ARTICLE II

DEFINITIONS

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

(a) "Association" shall mean and refer to the Visalia Place Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of the Visalia Place Association, Inc.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded or unrecorded subdivision plat of the Property and intended to be devoted to the common use and enjoyment of the owners of the Property.

(d) "Living Area" shall mean and refer to those heated or air conditioned areas which are completely furnished as living area and which shall not include garages, carports, porches, patios, or storage areas.

(e) "Lot" shall mean and refer to any plot of land shown upon any subdivision map of the Property with the exception of Common Properties as heretofore defined.

(f) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of Common Properties as heretofore defined.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXVII, Section 1, hereof.

(h) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restriction 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 covenants or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions

contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by an architectural committee composed of the Developer and one member appointed by the Control Association.

The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desireable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is now composed of Richard J. Gardner, Jr. and Dallas A. Lambert, Jr., and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full responsibility to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans

and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restrictions lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VIII

LAND USE AND BUILDING TYPE

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

ARTICLE IX

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any lot at any time unless approved by the Architectural Control Committee.

Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event any such vehicles be visible from the street which runs in front of the Owner's Lot nor shall any such vehicle be parked on the street. The Owners of lots fronting on Lake McBride may construct a dock and boathouse subject to the approval of the Architectural Control Committee.

ARTICLE X

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any Lot having a width of less than 120 feet at the minimum building setback line nor shall any dwelling be erected or placed on any Lot having an area of less than one and one-half acres.

ARTICLE XI

DWELLING QUANTITY AND SIZE

The ground floor areas of the main structure, exclusive of one-story porches, garages, carports, and patios shall not be less than one thousand six hundred (1600) square feet. In the event a structure contains more than one story, the ground floor must contain not less than 1200 square feet and must be

completely finished as living area, and at least 400 square feet of the second floor area must be completely finished as living area.

ARTICLE XII

BUILDING LOCATION

(a) No dwelling shall be erected on any lot nearer than thirty feet to any street, five feet to an interior lot line or twenty-five feet of the rear lot line. Any dwelling must be at least fifteen feet from an existing adjacent house. For the purpose of this covenant, eaves, porches and steps shall not be considered as part of a dwelling provided, however, this shall not be construed to permit any portion of a dwelling to encroach upon another lot.

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

ARTICLE XIII

GARAGES AND CARPORTS

Each Living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the property.

ARTICLE XIV

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of 30 inches.

ARTICLE XV

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, but not limited to, water, sewerage, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Exterior radio and television antenna installations must be approved in writing by the Architectural Control Committee.

ARTICLE XVI

SEWAGE DISPOSAL

Any individual sewage disposal system shall be designed, located and constructed in accordance with the requirements, standards and recommendations of The State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate

on the Property and shall not be kept except in sanitary containers installed underground in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XVIII

WINDOW AIR-CONDITIONING UNITS

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

ARTICLE XIX

MAIL BOXES

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

or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XX

SIGNS

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

ARTICLE XXI

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on the preliminary plat. Except as otherwise provided herein regarding street intersections under "Sight Distance At Intersections" planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXII

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways

shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXIII

EASEMENTS

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

ARTICLE XXIV

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

ARTICLE XXV

NUISANCES

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

ARTICLE XXVI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot 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 an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals 75% of the total votes outstanding in both the Class A and Class B memberships, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXVII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and

such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

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

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

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

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

ARTICLE XXVIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned by Developer within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association; (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest, thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuous lien upon

the property against which each such assessment is made. Each such assessment, together with such interest hereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. In addition to the purposes mentioned above, the assessments shall also be used for the purposes of constructing, repairing, maintaining and improving all roads and road rights-of-way, streets, thoroughfares and easements now or hereafter situated upon the Property or serving any portion of the Property or the Common Properties, including costs of all labor, material, equipment, management, supervision, supplies, equipment rental and other matters relating to such repair, maintenance, improvement and construction.

Section 3. Basis and Maximum of Annual Assessment. Until the year beginning Jan, 1988, the annual assessment shall

be \$50.00 per lot. From and after January 1, 198~~X~~, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and at the end of each such period of three (3) years for each succeeding period of three years. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

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

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section

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

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

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

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

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall

be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

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

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18) per cent per annum, and the Association may bring an action at law against

the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action.

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

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

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

ARTICLE XXIX

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article 28 hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, down-spouts, exterior building surfaces, and other exterior improvements. Such maintenance as to vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such lot subject under Article 28 hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article 28 hereof.

IN WITNESS WHEREOF, the Developer has executed this instrument
this 12th day of October, 1987

Signed, sealed and delivered
in the presence of:

Becky A. Harrison
Karen Allen

DEER POINTE OF TALLAHASSEE,
LTD., by Associated Mortgage
Investors, General Partner

By: James R. Guerino

81. The Pointe

STATE OF FLORIDA
COUNTY OF LEON

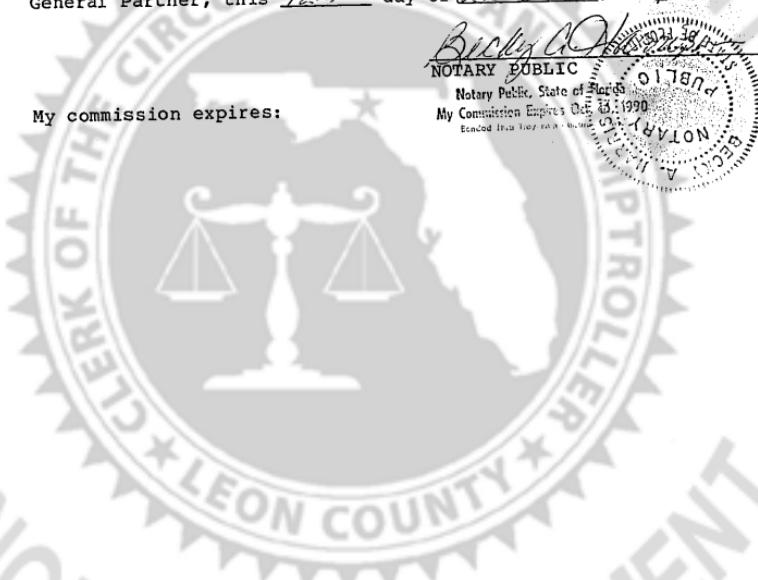
The foregoing instrument was acknowledged to and before
me by JAMES R. GUERINO of ASSOCIATED MORTGAGE INVESTORS,
General Partner, this 12th day of October, 1987.

My commission expires:

NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Oct 13, 1990
Enclosed is my Notary Seal

10/17/90



BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT

FLORIDA • GEORGIA • ALABAMA

01286101307

BROWARD P. DAVIS, P.L.S.
LARRY E. DAVIS, P.L.S.
LEE F. DOWLING, P.L.S.
RUFUS L. DICKEY, P.L.S.
LELAND L. BURTON, P.L.S.
KATHLEEN R. SHIRAL, P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.
KEVINS C. SMITH, P.E.
DAVID M. HAIGHT, A.I.C.P.
DAVID J. BARTLETT, P.L.S.
RICHARD A. MOORE, P.E.

September 18, 1987

VASILIA PLACE

Boundary

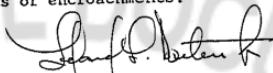
I hereby certify that the legal description shown hereon meets the Minimum Technical Standards for Land Surveying (F.A.C. 21HH-6).

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.

Begin at the Southwest corner of Lot 19, Block "A" of The Antlers, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 62 of the Public Records of Leon County, Florida, said point being on the Northerly right of way boundary of Buck Lake Road (80 foot right of way), and run thence North along the West boundary of said subdivision a distance of 1004.56 feet, thence North 89 degrees 59 minutes 57 seconds West 1256.28 feet, thence South 12 degrees 05 minutes 27 seconds West 121.19 feet, thence South 54 degrees 43 minutes 12 seconds West 108.07 feet, thence South 45 degrees 48 minutes 12 seconds West 101.16 feet, thence South 37 degrees 49 minutes 54 seconds West 252.84 feet to a point on the Northeasterly right of way boundary of Walden Road (60 foot right of way), thence South 39 degrees 01 minute 42 seconds East along said Northeasterly right of way boundary 103.89 feet to a point of curve to the right, thence Southeasterly along said right of way boundary and said curve with a radius of 803.39 feet, through a central angle of 31 degrees 14 minutes 06 seconds, for an arc distance of 437.97 feet, thence South 07 degrees 47 minutes 36 seconds East 71.93 feet to a point on the Northerly boundary of said Buck Lake Road (80 foot right of way), thence South 89 degrees 37 minutes 43 seconds East along said Northerly right of way boundary 901.77 feet to a point of curve to the left, thence Easterly along said Northerly right of way boundary and said curve with a radius of 31,922.67 feet, through a central angle of 00 degrees 48 minutes 19 seconds, for an arc distance of 448.71 feet (the chord of said arc being North 89 degrees 49 minutes 43 seconds East 448.71 feet) to the POINT OF BEGINNING; containing 32.79 acres, more or less.

VASILIA PLACE
Boundary
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A survey has not been performed by Broward Davis & Assoc., Inc., to verify the accuracy of the foregoing described property and there has been no onsite inspection to determine if the foregoing described property has any improvements or encroachments.



LELAND L. BURTON, JR.
Registered Florida Surveyor No. 2300

BPD #71-201
PSR #7014

