

RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
BLAIRSTONE HOMES ASSOCIATION, INC
STATE OF FLORIDA, COUNTY OF LEON

RECITALS

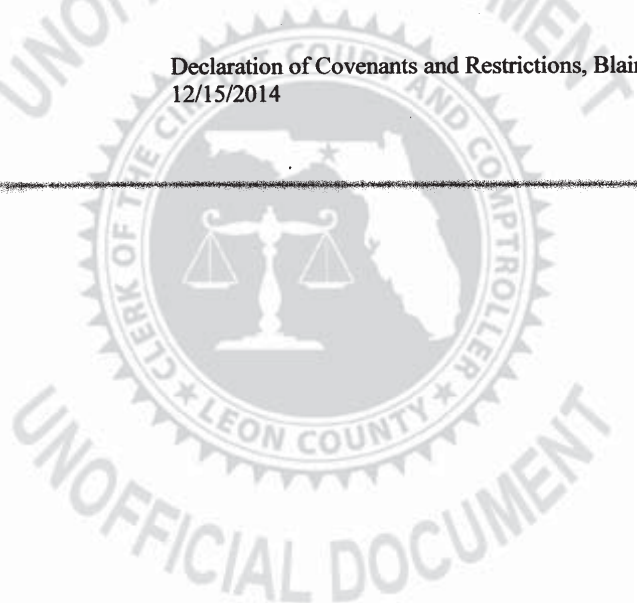
KNOW ALL MEN BY THESE PRESENTS that the undersigned, BLAIRSTONE HOMES ASSOCIATION, INC. (hereinafter referred to as "Association"), is the owner of certain property in Leon County, Florida, described in Schedule "A" of a previous Amended Declaration of Covenants and Restrictions filed December 10, 1975 and recorded in O.R. Book 753, page 181 of the Official Records of Leon County, Florida. A copy of Schedule "A" is attached hereto and, by reference, made a part hereof. This is to attest that this Amended Declaration of Covenants and Restrictions (hereinafter referred to as "Restrictions") was approved by a two-thirds majority of the members (Unit Owners) of Blairstone Homes Association, Inc. at a special meeting of members held on February 10, 1996. These Restrictions covering the above-described real property (hereinafter referred to as "the Property") shall constitute covenants running with the land and shall be binding upon all members of the Association and upon all persons deriving title from present member-owners.

On the 15th day of December, 2014, by a majority vote of the members present at the annual or special meeting of the Association, these Amended and Restated Covenants and Restrictions were adopted with the intent of modifying, amending, repealing and restating the Covenants. The members, by their vote, have directed the Association to cause this Amended and Restated Declaration of Covenants and Restrictions to be adopted and recorded in the public records of Leon County as evidence of the action of the owners.

This Amended Declaration shall supersede and replace the Covenants and shall become effective immediately upon recording in the public records of Leon County, Florida, and shall run with the aforementioned property within Blairstone Homes and be binding upon all such owners, their heirs, successor, personal representatives and assigns.

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The major portion of the Property is to be utilized for single family residential unit structures (hereinafter referred to as "Units"), with common walls coincident with common lot lines. Each such Unit, and the parcel upon which it is situated, shall be used for residential purposes only. The common property and facilities, such as tennis court, swimming pool, clubhouse, lighting and the like, will be owned by Blairstone Homes Association, Inc., a corporation not for profit owned and controlled by the owners of the Units within the Property. Each Unit owner in good standing shall have a right and easement of enjoyment to the common property and facilities.

The Association has duly promulgated rules and regulations governing the use of the Property, the nature of construction and maintenance of the Property and the conduct of the occupants thereof. Such rules and regulations are set forth herein and in the Restated Articles of Incorporation and Amended Bylaws of Blairstone Homes Association, Inc. and are hereby declared to be restrictive covenants running with the land herein described and shall be binding upon all persons deriving title from present member-owners.

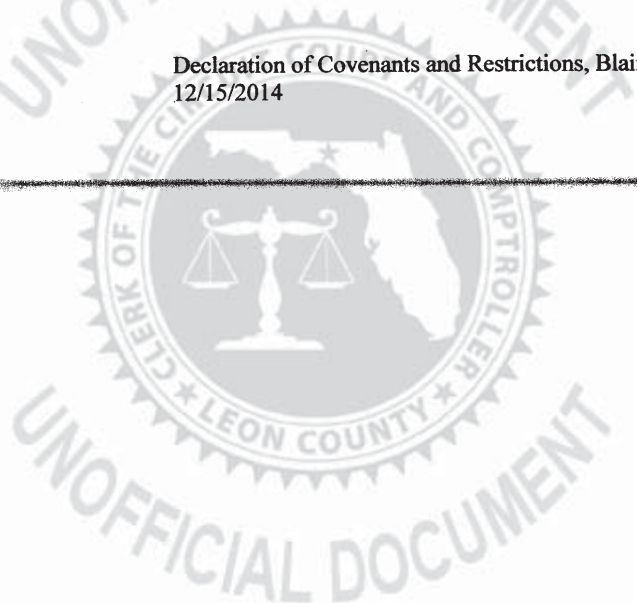
The Association reserves the right to amend these Covenants and Restrictions from time to time and, when amendments to the Restrictions are adopted by Unit owners, certified to by the President of the Association and recorded in the Official Records of Leon County, Florida, the amendments shall have the same force and effect as the original Declaration of Covenants and Restrictions. Amendments for the purpose of this instrument shall include the right to modify, alter, extend or delete.

These Restrictions may be amended by the assent of two-thirds of all members (Unit owners), who shall vote in person or by signed and dated ballot at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Provided that those provisions of these Restrictions that are covered by the Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law. In the case of any conflict between the Articles of Incorporation and these Restrictions, the Articles shall control.

The Association reserves the right to assign its authority to promulgate restrictions, amend the same and place such amendments of record constituting an amendment or

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amendments to these Covenants and Restrictions. Such assignment shall prescribe the method and procedure by which amendments shall thereafter be made by assignee.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

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 as BLAIRSTONE HOMES ASSOCIATION, INC as recorded in the public records of Leon County, Florida as noted above.

ARTICLE II DEFINITIONS

The following words when used in this Amended Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Articles" shall refer to the Restated Articles of Incorporation filed for the corporation with the Florida Secretary of State's office.

Section 2. "Assessment" shall mean the sum of money that shall be levied against each individual lot owner on a regular basis or special basis as set forth in these covenants, the bylaws, and the rules and regulations.

Section 3. "Association" shall mean and refer to the BLAIRSTONE HOMES ASSOCIATION, Inc., a corporation not for profit organized and existing under the laws of the State of Florida.

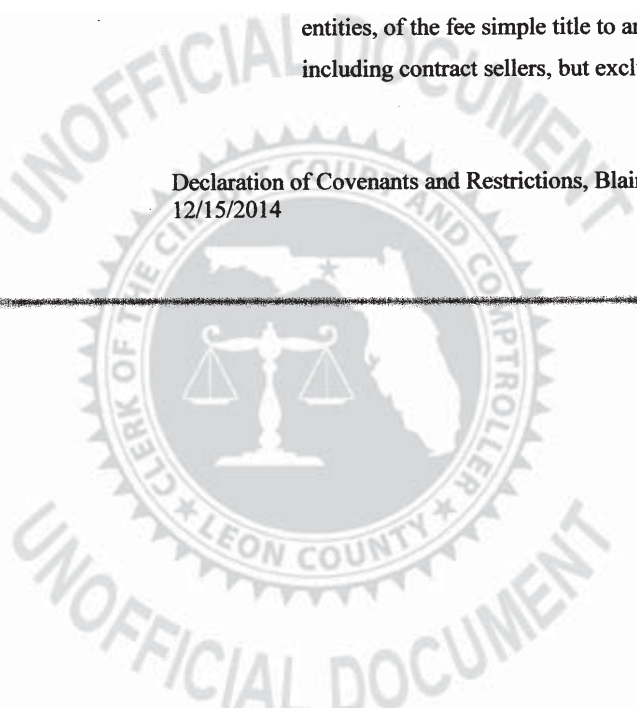
Section 4. "Board" shall refer to the elected Board of Directors.

Section 5. "By-laws" shall refer to Amended By-Laws of the Association.

Section 6. "Common Areas" means all shared and deeded properties which the homeowners, as individuals, own a portion thereof.

Section 7. "Individual Parcel(s)" refers to all individually deeded properties and excludes "Common Areas."

Section 8. "Member" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those:



- a. Having such interest merely as a security for the performance of an obligation;
- b. Mortgagees acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

Section 9. "Owner" shall mean and refer to the record owner, according to the public record of Leon County, Florida.

Section 10. "The Property" shall mean the residence, lots and easement areas within that certain tract of property known as "Blairstone Homes" as delineated in Schedule A as recorded, or to be recorded, in the Office of the Clerk of Circuit Court of Leon County, Florida.

Section 11. "Restrictions" shall refer to the Amended Declaration of Covenants and Restrictions of the Association.

Section 12. "Rules" shall refer to the Rules and Regulations of the Association

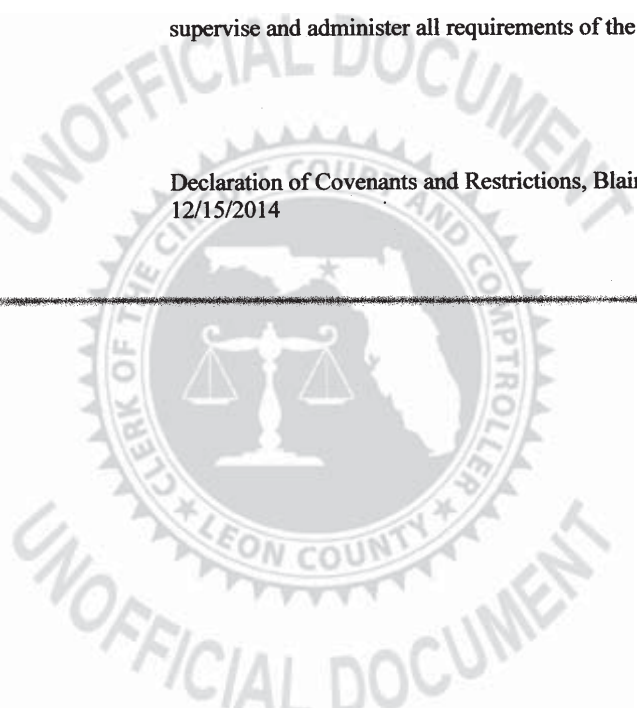
ARTICLE III GENERAL PROVISIONS AND RESPONSIBILITY

Section 1. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part, provided that written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Notices

Any notice required to be sent to any Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when hand delivered to the Unit or mailed, prepaid, to the last known address of the person who appears as Owner of record at the time of such mailing. It shall be the responsibility of the Association to supervise and administer all requirements of the protective Covenants and Restrictions.



ARTICLE IV ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

ARTICLE V ASSOCIATION

The Association shall be known as BLAIRSTONE HOMES ASSOCIATION, Inc., and shall be incorporated under the laws of the State of Florida, as a corporation not for profit. The property owners (members) shall be responsible for operating the Association.

The record owner of each lot that is subject by covenants of record to annual dues and special assessments by the Association shall be a member of the Association; provided, however, that where any lot is owned by more than one person, one of the owners shall be designated to exercise all the rights of membership on behalf of all of the owners of the lot.

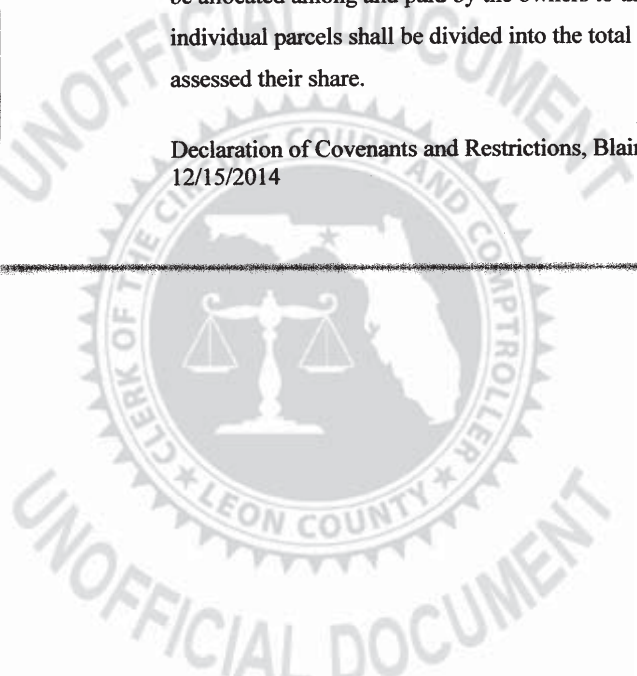
In the event such owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.

Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the bylaws of the Association.

ARTICLE VI ASSESSMENTS (HOMEOWNER DUES)

Each owner shall contribute to the Association an amount to be determined at an annual or special meeting by a majority vote of a quorum of the members, in person and/or by proxy. Any change to homeowner dues must be approved by a majority vote of a quorum of the members, in person and/or by proxy. The change shall take effect on the first day of the month following approval, or as determined by the majority vote.

In determining the pro rata share of the cost of any expense of the Association which is to be allocated among and paid by the owners to the Association the total number of individual parcels shall be divided into the total cost and each individual parcel owner assessed their share.



The owner of an individual parcel shall be liable to the Association for the payment of their homeowner dues allocated to their parcel, and such cost shall constitute a lien against such parcel, which lien shall be enforceable in the manner provided by these Association documents and Chapter 720 of the Florida Statutes.

Homeowner dues are payable monthly and are due the 1st of each month. Homeowner dues are late after the 10th of each month that dues are not paid in full. It is the homeowner's responsibility to pay their dues in a timely manner. The Association does not invoice.

ARTICLE VII SPECIAL ASSESSMENTS

A special assessment must be for one specific purpose that is described in the notice of the meeting. Two or more special assessments may be acted on at the same meeting as long as each is described in the meeting notice.

Any levying of a special assessment or change must be determined at an annual or special meeting by a majority vote of a quorum of the members, in person and/or by absentee ballot. Members may have a time period for payment by which equal monthly installments, without interest are to be made, such period to be recommended by the Board of Directors and approved by a majority vote of a quorum of the members, in person and/or by absentee ballot.

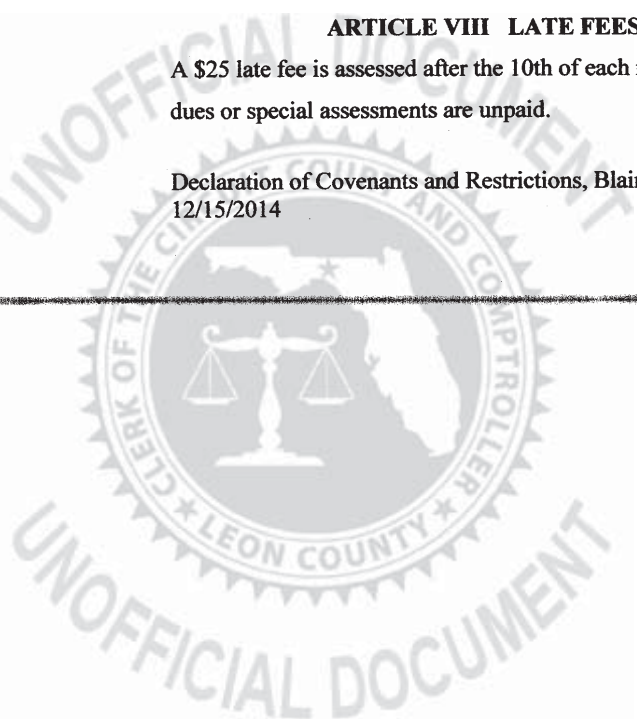
The special assessment or change shall take effect on the first day of the month following approval, or as determined by the majority vote. Each individual parcel owner shall be assessed a pro rata share of the costs on the basis of the total assessment divided by the total number of individual parcels.

The owner of an individual parcel shall be liable to the Association for the payment of their allocated assessment to their parcel, and such cost shall constitute a lien against such parcel, which lien shall be enforceable in the manner provided by these Association documents and Chapter 720 of the Florida Statutes.

ARTICLE VIII LATE FEES, LIENS AND NOTICE

A \$25 late fee is assessed after the 10th of each month that any outstanding homeowner dues or special assessments are unpaid.

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On the 11th day, a first notice is delivered to those homeowners who have not paid in full.

A second notice is delivered if not paid in full by the 11th day of the second month.

A third notice sent by certified mail with delivery notification requested is mailed if not paid in full by the 11th day of the third month. The third notice informs the homeowner that if left unpaid the Association may file in small claims court to recover outstanding dues, special assessments and any interest, court costs and attorney fees.

When unpaid dues and special assessments for a homeowner total \$500 or more the Association or a representative will file in small claims court. Once a judgment is received a lien is filed against the homeowner's individual parcel. Such lien shall attach to and become effective against the individual parcel upon filing a notice of lien by the Association among the public records of Leon County, Florida. The lien shall be enforceable in the manner provided by these Association documents and Chapter 720 of the Florida Statutes. A copy of such notice shall be sent by the Association to the owner within ten days of filing the public record. However, failure of the Association to send such notice shall in no way invalidate the lien.

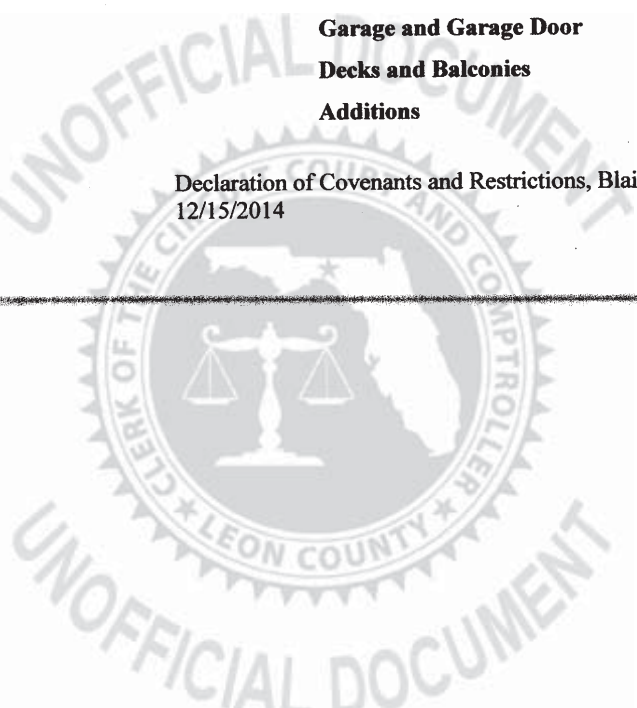
ARTICLE IX ARCHITECTURAL CONTROL

Section 1. Architectural Control

This document provides architectural standards for the Blairstone Homes community. All Blairstone homeowners wishing to perform exterior improvements and/or alterations of any type to their Unit need to read and review these Articles carefully. All individual parcel owners are expected to adhere to the Declaration of Restrictions.

Written approval from the Board must be obtained by all BHA members prior to performing any exterior improvements and/or alterations to or installations of the following items:

- | | |
|-------------------------------|-----------------------------------|
| Roof | Siding |
| Painting | Front and Rear Fences |
| Garage and Garage Door | Driveway |
| Decks and Balconies | Windows |
| Additions | Solar-powered Improvements |



In addition, any alterations/improvements to the exterior of a Unit or parcel not listed within the Declaration of Restrictions must be presented to the Architectural Control Committee (ACC) / Board of Directors for review. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

Section 2 Architectural Control Review and Approval Process

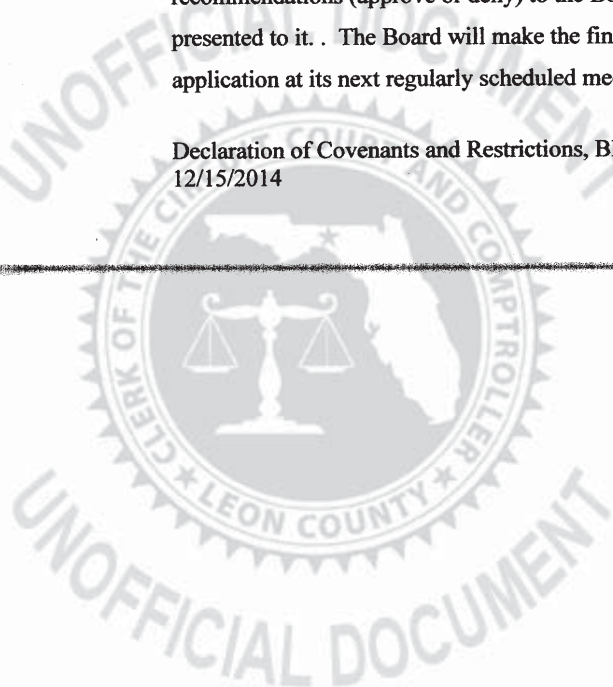
No building, wall, structure or other additions, or improvements shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefore and the location thereof upon the lot have been approved by the Board of Directors.

The homeowner must complete a Request for Architectural Control Approval (RACA) form (see attachment). The RACA form and any attachments should be submitted to the Architectural Control Committee (ACC) Chairman. All plans submitted shall include a plot plan showing the location of the proposed improvements upon the building site.

Each application should include a time frame for completion. **No work can begin until written approval is received from the Board.**

The application will be reviewed for completeness. If the application is complete the review process may begin. If not, the application will be returned to the homeowner for additional information.

Architectural Control Review will consist of the ACC evaluating each completed RACA at its monthly meeting. The RACA shall be evaluated as to quality of workmanship and material, harmony of external design with existing or proposed structure, location upon a lot or building site, and its overall merits. The ACC may seek input from adjacent property owners and even the entire membership if deemed necessary. As needed, the ACC will hold a properly noticed meeting at the BHA clubhouse each month, two weeks prior to the regularly scheduled BHA Board of Directors meeting to receive input from all interested homeowners regarding a specific RACA. The ACC will make recommendations (approve or deny) to the Board for each completed application presented to it. The Board will make the final decision to approve or deny the application at its next regularly scheduled meeting, then notify the homeowner in writing



of its decision. The entire process should take no more than 60 days from the date on which the ACC determines that an application is complete.

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 Board's approval.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

Section 1. Committee Members

The Architectural Control Committee (ACC) will be comprised of the chairman and two volunteer homeowners. The Vice President of the Board of Directors will serve as the chairman of the ACC. All decisions made by the ACC must be approved by at least two members of the committee.

Section 2. Mission Statement

The mission of the ACC is to establish and preserve a harmonious design for our community and to protect the value of the property.

Section 3. Role of the Architectural Control Committee

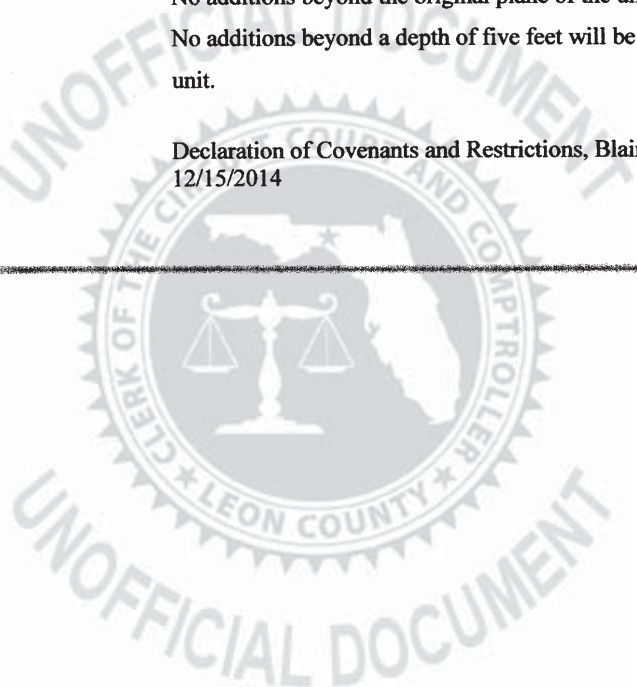
The role of the ACC is to evaluate written requests from homeowners seeking approval (within current guidelines or exceptions to) the Declaration of Covenants and Restrictions controlling any exterior alterations/improvements to an individual parcel and make recommendations to the Board of Directors to approve or deny such requests. The ACC shall keep accurate records of all pertinent correspondence and make them available for public review. Upon completion of review, the ACC shall turn over all documentation to the Secretary of the Association for permanent filing. The ACC shall perform semi-annual inspections of the property and address any possible violations of the Covenants and Restrictions.

ARTICLE XI ADDITIONS TO EXISTING STRUCTURE

All proposals for additions or alterations must first be approved by the Board.

No additions beyond the original plane of the unit will be allowed on the front of the unit.

No additions beyond a depth of five feet will be allowed anywhere on the back of the unit.



All proposals for additions within the above guidelines must first receive preliminary approval from the City of Tallahassee Growth Management Department.

ARTICLE XII AIR CONDITIONERS/HEAT PUMPS

All Air Conditioners/Heat Pumps must be installed within the unit courtyard, so as to not be seen from the street.

No window/wall air conditioning unit shall be installed in any building so that it is visible from the neighborhood street, Blair Stone Court.

ARTICLE XIII ATTIC VENTILATORS

Attic ventilators or other mechanical devices requiring penetration of the roof should:

- a. be as small in size as functionally possible;
- b. match the roof or be mill finish;
- c. be on the backside of the roof to the extent possible;
- d. not extend above the ridgeline to the extent possible.

ARTICLE XIV BUSINESS USE PROHIBITED

No lot shall be used for anything other than residential purposes. No business or occupation of any type shall be conducted on or from any Unit or lot.

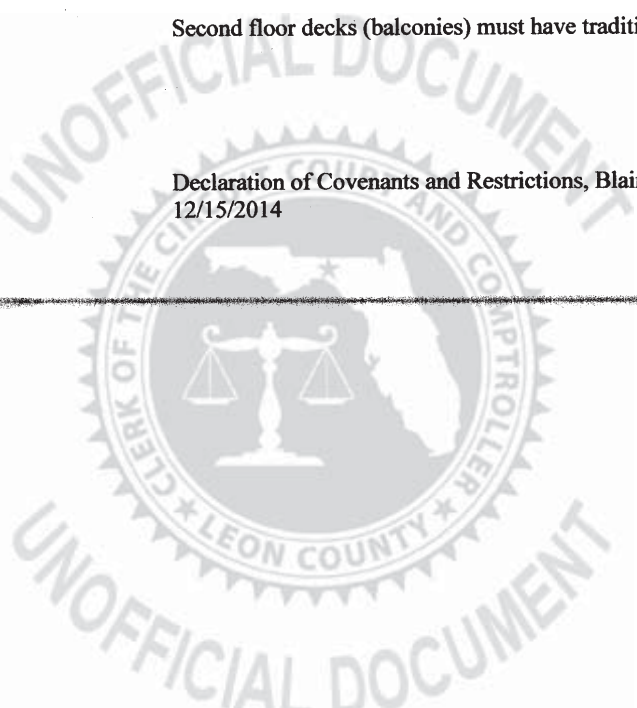
ARTICLE XV DECKS

All additions or alterations to existing decks/balconies must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

No decks will be allowed anywhere on the front of the unit.

For privacy reasons, no decks (balconies) with a depth greater than 5 feet will be allowed on the second floor rear of the unit.

Second floor decks (balconies) must have traditional open-style railings.



ARTICLE XVI DRIVEWAYS

All additions or alterations to existing driveways must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

Driveway repairs/replacements must be with concrete that is of similar texture and natural color of the driveway being repaired or replaced.

Driveways can be sealed with clear standard driveway sealer. Colored or tinted sealers are prohibited.

Driveways cannot be stained, painted or have their natural color altered in any way.

Driveways cannot be widened.

The following materials are prohibited in the repair/replacement of driveways:

- a. Asphalt e. Sand/dirt
- b. Gravel f. Wood
- c. Stone
- d. Brick

ARTICLE XVII EASEMENT AREAS

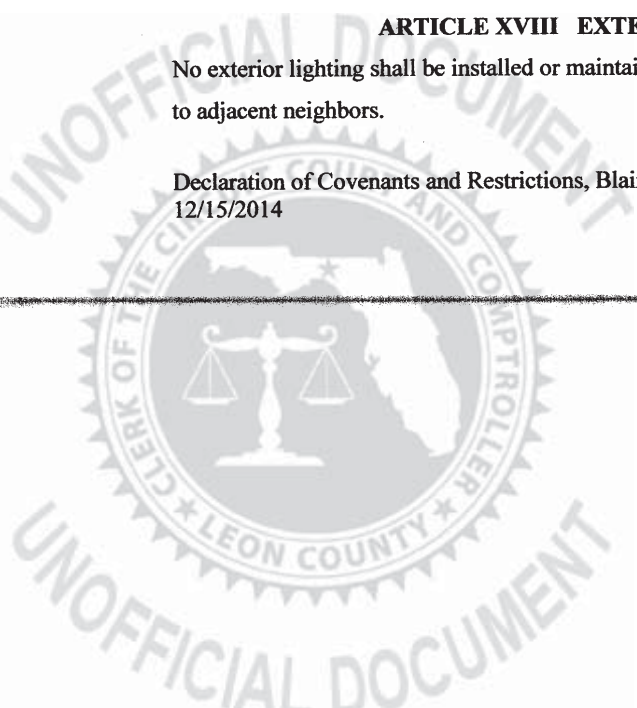
Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

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 obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for areas mowed by the Association or those improvements for which a public authority or utility company is responsible.

ARTICLE XVIII EXTERIOR LIGHTING

No exterior lighting shall be installed or maintained in such a way as to cause discomfort to adjacent neighbors.



Lighting (Flood Lights, Lamp Posts) may not cast unreasonable light on to adjacent parcels.

All spotlight security lighting is to be directed inside the parcel boundaries.

ARTICLE XIX FENCES AND GATES

All additions or alterations to existing fences and gates must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

Section 1. Fence - General

Any repairs or replacements to a gate or fence of a Unit must be of like design to the fence or gate being repaired or replaced.

Repairs or replacements to a gate or fence may be made of pressure treated wood, unpainted wood or wood-tone composite fencing material. Gates and fences made of any other materials are prohibited.

No Unit owner may increase or decrease the existing fencing of a Unit.

All gates and fences must be maintained in proper working order.

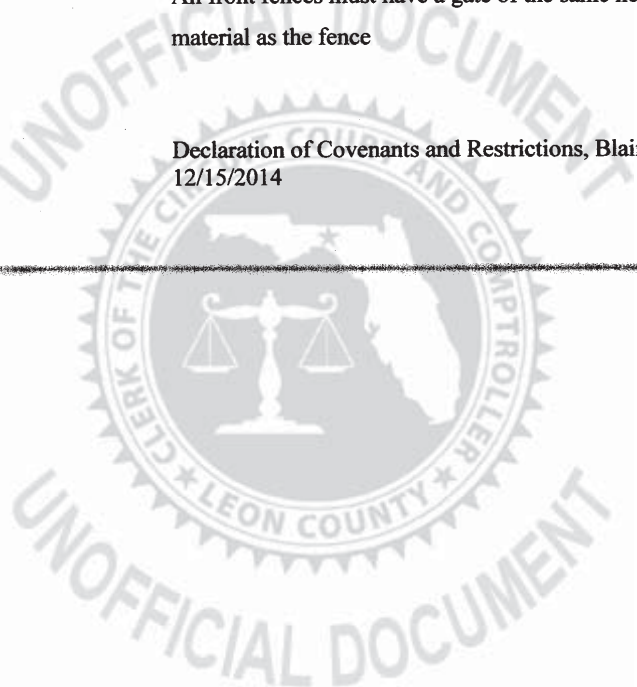
Section 2. Front Fence and Gate

Homeowners may opt to not have a front fence and gate across the entryway to their Unit.

The height of the front fence and gate should be four (4) feet from the ground surface measured at the shortest point.

The front fence shall be painted to match the Unit's wall or trim color. In the case of composite fencing material, a factory applied integral color will be selected that best harmonizes with the paint and stain colors of the individual Unit and those colors approved for use in the Blairstone Homes community. The color selection will be submitted to the Board for review and approval prior to installation.

All front fences must have a gate of the same height and color, and made from the same material as the fence



If Unit owners desire to install taller security-type fencing, it must be installed behind the front fence and gate currently in place. Size, type and location must first be approved by the Board.

These rules apply equally to those front fences without gates which are installed parallel to established property boundaries between Units for safety reasons.

Section 3. Rear Fences

The height of the rear fence should be six (6) feet from the ground surface measured at the shortest point.

The rear fence shall not be painted. The material used to construct the fence may be stained with a pre-approved color. In the case of composite fencing material, a factory applied integral color will be selected that best harmonizes with color of the individual Unit and surrounding units. In all cases, the color selection must be submitted to the Board for review and approval prior to installation.

All rear fences must have a gate of the same height and color, and made from the same material as the fence.

ARTICLE XX GARBAGE AND REFUSE DISPOSAL

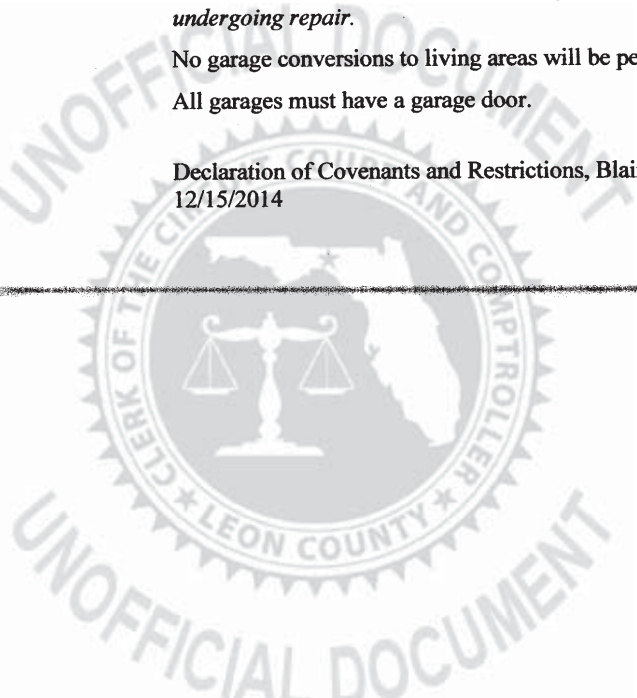
No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish or other waste. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be located so as not to be visible from the street.

ARTICLE XXI GARAGES AND GARAGE DOORS

All replacements of or alterations to existing garages or garage doors must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

No garage conversions to living areas will be permitted.

All garages must have a garage door.



Garage doors must be:

- a. constructed of steel or aluminum;
- b. a sectional roll up design;
- c. maintained in a usable condition;
- d. painted in a solid color;
- e. painted in a color identical to the color used to paint the siding of the Unit, or white.

The following are prohibited:

- f. garage doors with windows;
- g. garage doors constructed of wood;
- h. carriage-style (two piece doors) garage doors.

ARTICLE XXII LIVESTOCK AND POULTRY

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 shall not be allowed wander or roam freely about the neighborhood and Common Areas and, further, provided that they are confined to the patio, garage, or fenced-in area of the Unit of the owner of such pets, or are accompanied by the Unit owner at all times.

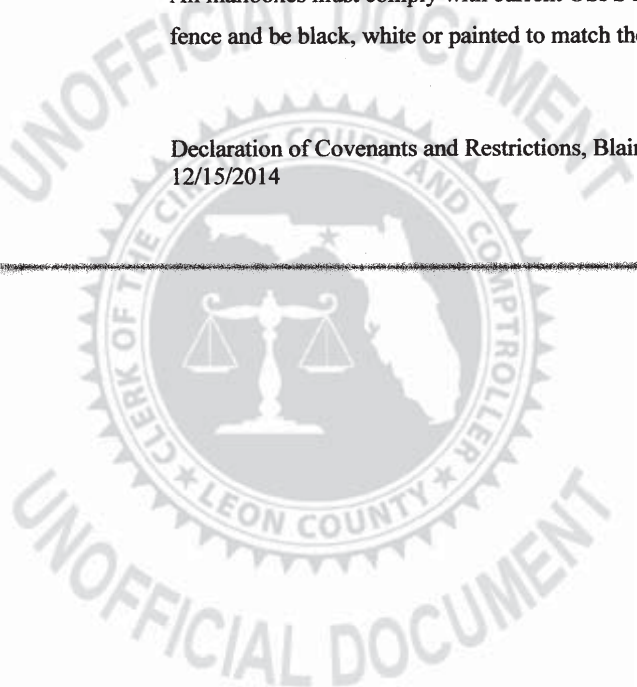
The Board may, in its discretion, establish a reasonable limitation for the number of household pets allowable for each residence.

Owners of dogs shall walk them off the Property and shall immediately clean up after them on the Common Areas.

ARTICLE XXIII MAILBOXES AND PAPER BOXES

No mailboxes or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any Unit or Parcel without prior approval of the Board.

All mailboxes must comply with current USPS regulations, be affixed to the Unit or fence and be black, white or painted to match the Units trim or siding.



Existing plastic mailboxes may be replaced as needed with aluminum mailboxes as long as the style remains the same.

Existing slot-type mailboxes located in a Unit's garage wall may be replaced or upgraded as needed as long as the style remains the same.

A slot-type mailbox may be replaced with or upgraded with a USPS approved mailbox that is black, white or painted to match the Units trim or siding.

The Homeowner is responsible for maintenance and good appearance of the mailbox.

ARTICLE XXIV MAINTENANCE OF LOTS AND DWELLINGS

Each individual Unit owner shall maintain all dwellings constructed upon an individual lot in a good state of repair and in an aesthetically pleasing manner consistent with the character and setting of the Property as developed.

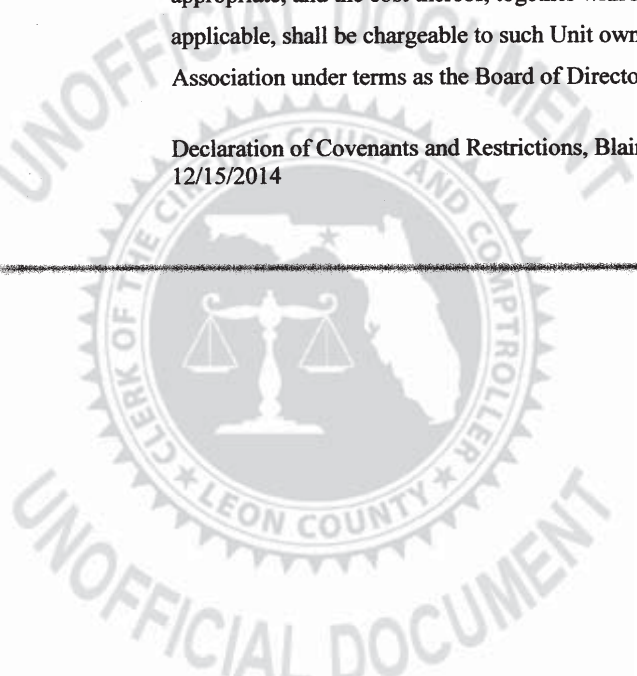
Driveways and fences shall be kept clean and well maintained.

Each individual Unit owner shall be responsible for maintenance and landscaping, of the enclosed area of his/her Unit.

Each Unit owner shall be responsible for maintenance of landscaping and grounds outside their Unit within their Parcel, including the responsibility to water the landscaped strip adjacent to the driveway in dry weather. The Association is not responsible for planting, maintaining, trimming, replacing, cutting, and removing any trees, roots, bushes, or any other type of foliage located on the property of any Unit owner.

The Association may, by rules duly adopted, reasonably regulate the use of all Association lands and property; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein.

If a Unit owner shall fail to maintain or make repairs or replacements which are the responsibility of such Unit owner, then, upon a vote of a majority of the Board of Directors, and after not less than thirty (30) days notice to the Unit owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof, together with reasonable interest and attorneys' fees if applicable, shall be chargeable to such Unit owner and shall be payable to The Association under terms as the Board of Directors of the Association determines. For the



purpose solely of performing the maintenance authorized by this paragraph, the Association's agents or employees shall have the right after reasonable notice to the Unit owner, to enter upon any such lot during reasonable hours.

The Association shall be responsible for planting, maintaining, trimming, replacing, cutting, and removing any trees, roots, bushes, or any other type of foliage located on the Common Areas.

The Association provides lawn maintenance services (consisting of lawn mowing, edging, and leaf blowing) to areas outside the fences of all Units as a courtesy and may modify and/or cease this activity at any time at the discretion of the Board.

ARTICLE XXV 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.

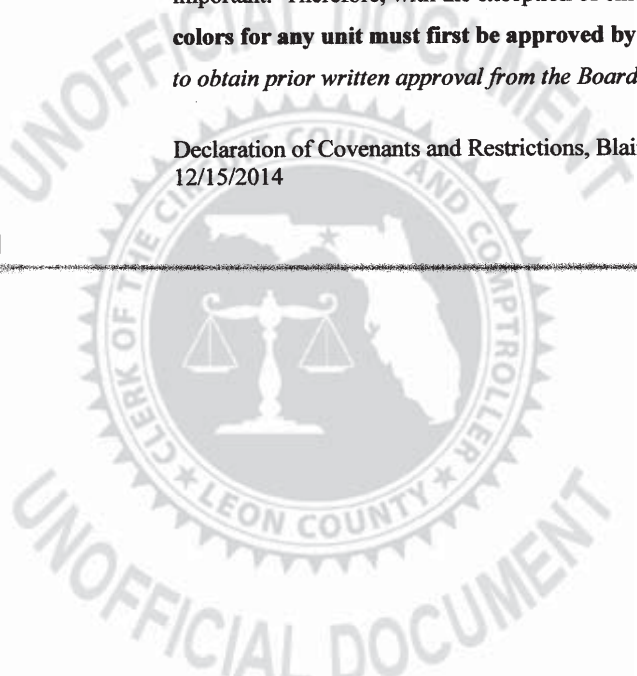
No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE XXVI NUISANCE

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 XXVII PAINTING

The choice of paint colors for individual units is the most important decision a homeowner can make, both in terms of the appeal and value of a single unit, as well as the appeal and value of the community as a whole. Due to the close proximity of these units to one another and the fact that all vertical surfaces on each unit are painted (no brick or stone surfaces are allowed), the choice of unit colors becomes even more important. Therefore, with the exception of emergency repairs, **the choice of paint colors for any unit must first be approved by the BOD.** *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is*



required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.

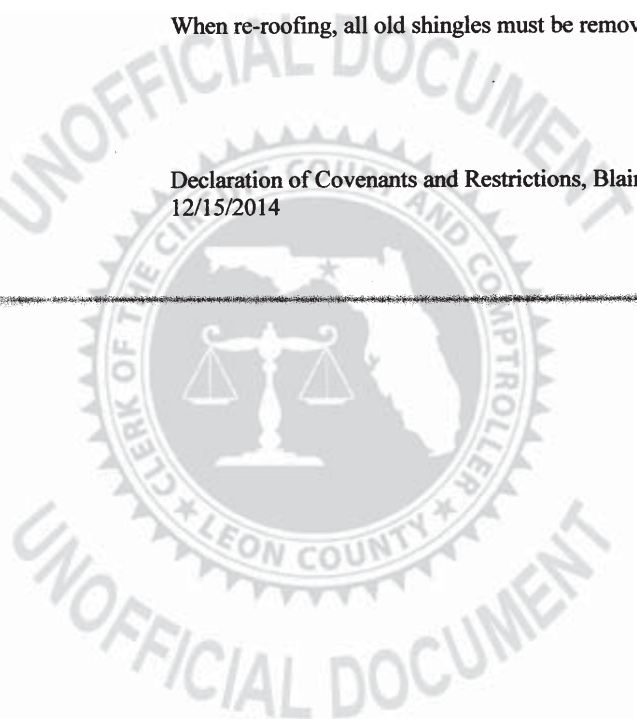
First, there are some general rules to follow when choosing paint colors for your unit.

1. Only three colors per unit will be approved. One color should be chosen for all the siding of the unit, including the garage door (unless white); a second, contrasting color should be chosen for the trim; a third color will be approved for accent areas, such as doors and shutters.
2. No two adjoining units may be painted using the same color combinations. Furthermore, the combination chosen for an individual unit must be significantly different from and complimentary with the combinations used on the units on either side of it.
3. The colors chosen for a particular unit must be complimentary with the roof color of that particular unit as well as adjoining units.
4. Given that large surfaces will make paint look lighter, and dark and deep colors will fade, the middle range of any color palette should be chosen.
5. In order to provide a base from which to choose for the homeowner as well as providing guidance for Board approval, unit owners may choose from a list of six colors for the siding of their units (see attachment 1). If you choose to use a brand of paint other than Benjamin Moore, the colors of the brand chosen must match exactly those of Benjamin Moore selections. Trim and accent colors are generally not restricted, but must be approved by the Board as part of the total three-color pallet selection.

ARTICLE XXVIII ROOFS

Any roof replacement or alterations must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

When re-roofing, all old shingles must be removed.



A traditional style, industry-standard asphalt/fiberglass shingle (3 tab, architectural, or equivalent) is the only approved roofing material. Metal, wood shake, slate or tile roofing material will not be approved.

The following Owens Corning colors (or very similar if using another manufacturer) are the only shingle colors that will be approved:

Beachwood Sand; Desert Tan; Brownwood; Driftwood; Onyx Black; Estate Gray; Antique Silver; Shasta White.

ARTICLE XXIX SATELLITE DISHES & ANTENNAS

No antennas of any kind are permitted.

Satellite dishes will be permitted but shall not exceed 24" in diameter.

Satellite dishes must be on or in the rear of the unit unless mounting elsewhere is necessary for proper reception.

ARTICLE XXX SHEDS AND OUTDOOR BUILDINGS

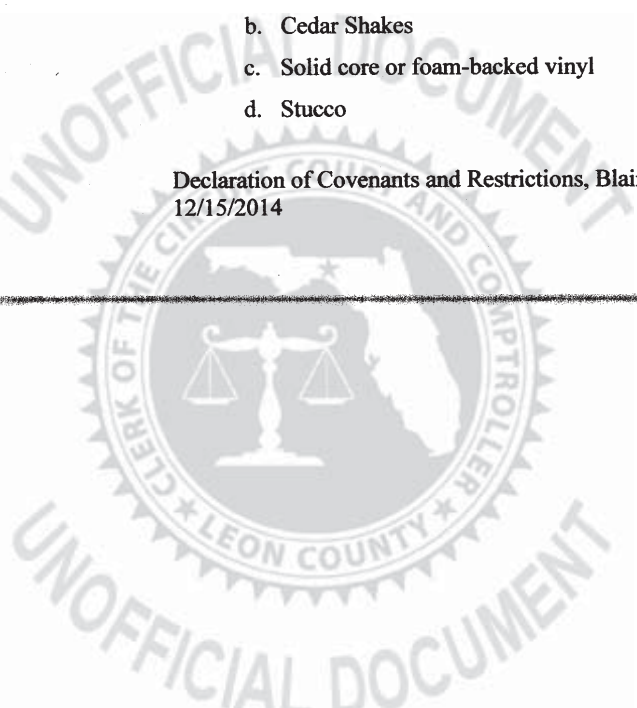
No sheds or other outdoor structures will be permitted outside the fence area of the unit. Sheds and other outdoor structures taller than six feet will not be permitted inside the fenced area of the unit. Umbrellas and sunshades may not exceed 8' 6" (standard height of umbrella). Umbrellas must be lowered when not in use and sun shades must be dismantled when not in use.

ARTICLE XXXI SIDING

Any siding replacement or alteration must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

The following siding materials will be approved:

- a. Hardiboard (lap or vertical board)
- b. Cedar Shakes
- c. Solid core or foam-backed vinyl
- d. Stucco



The following siding materials will not be approved:

- a. Brick
- b. Wood
- c. Conventional Vinyl siding

ARTICLE XXXII SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two (2) square feet advertising the property for sale or rent.

During election years, two signs not more than two (2) square feet may be displayed until the election is held. Immediately following an election, the election sign(s) must be removed.

No signs may be displayed on any common areas or islands without the prior approval in writing from the Board.

ARTICLE XXXIII SOLAR

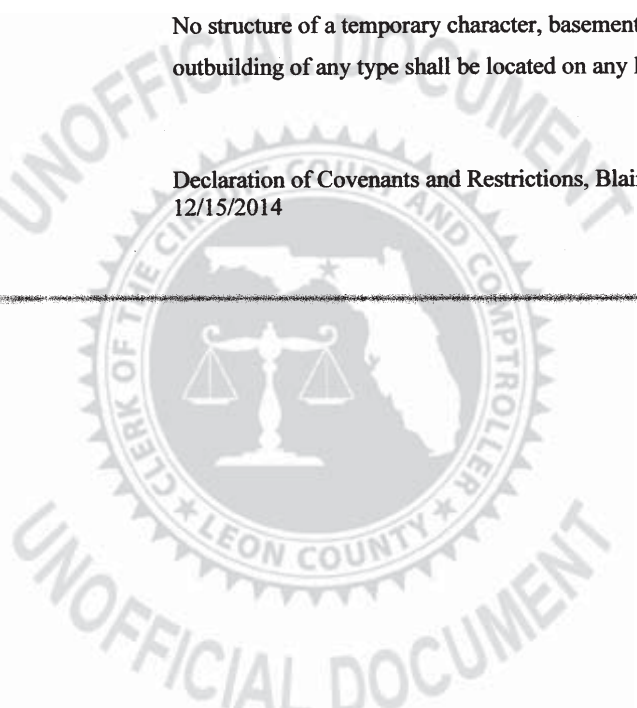
All additions of or alterations to existing solar equipment must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

The installation of solar systems must be submitted for approval prior to any installation beginning.

Systems shall be aesthetically pleasing as possible and not look homemade. Systems with ground mounted equipment should not be visible from street. Systems with excessive panels and plumbing are not allowed.

ARTICLE XXXIV TEMPORARY STRUCTURES; VEHICLES, TRAILERS, BOATS, ETC.

No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any lot at any time.



Storage containers (PODs), Construction Dumpsters, and the like may be temporarily located on Common Areas or an Individual parcel only with the prior written permission of the Board for a specific timeframe as approved.

No automobile, boat, camper, commercial vehicle, lawnmower, motorcycle, recreational vehicle, scooter, trailer, tractor, truck, van or any other type of vehicle may be stored on any common area, or any outside the rear fence of any Unit.

No abandoned vehicle(s) may be parked or stored at any time in the driveway of any Unit. A vehicle is considered abandoned if it does not have a license tag for the current year or is missing equipment or pieces thereof necessary for its operation for a period of fifteen days.

ARTICLE XXXV WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system of any type shall be permitted on any lot, as City Water is available. No septic tanks of any type shall be permitted on any lot, as City sewage disposal is available.

Rainwater collection systems are permitted so long as storage tanks are contained within patio or courtyard and height does not extend above fence level. Systems with buried tanks outside these locations must have written approval from the Board. In any system, tanks or excessive plumbing should not be visible from street.

ARTICLE XXXVI WINDOWS

Any window replacement or alteration must first be approved by the Board. *Unit owners are not required to obtain prior written approval from the Board in the event an emergency repair is required so long as the repair is performed in a manner consistent with the original condition and aesthetic of the item undergoing repair.*

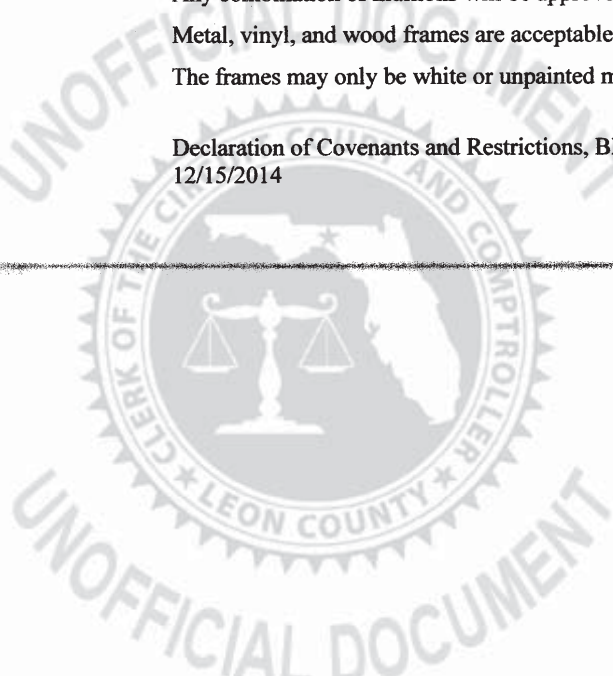
Only double hung or slider style windows will be approved. Jalousie windows will not be approved.

Only clear, non-colored glass will be approved.

Any combination of mullions will be approved.

Metal, vinyl, and wood frames are acceptable.

The frames may only be white or unpainted metal.



Shutters are permitted, however no window grills or awnings will be allowed.
Retractable patio awnings are allowed.

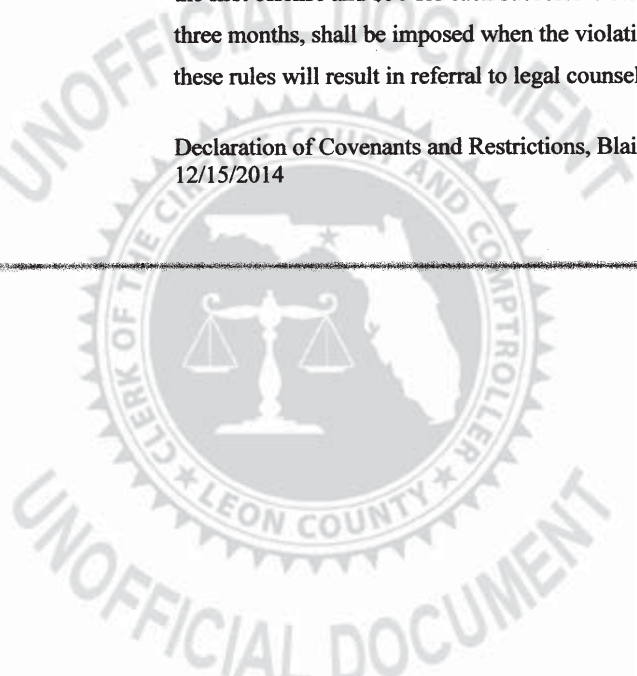
ARTICLE XXXVII USE AS PRIVATE SINGLE-FAMILY RESIDENCES

No dwellings on individual parcels shall be occupied and used except for single-family residential purposes by the Unit owner. This provision is specifically intended and designed to prevent or prohibit the use of dwellings constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such dwelling for an extended period of time so long as the Unit owner of the individual lot is also currently living therein. Nothing contained in this provision shall be deemed to prohibit, however, the lease of any dwelling provided for herein, provided any such lease shall be in writing and shall be for a term not less than six (6) months; and provided further, however, that any such tenant shall comply with all of the terms of this Declaration of Covenants and Restrictions, the Association Bylaws, and the Rules and Regulations promulgated by the Association. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under lease arrangement prior to the closing thereof even though the lease arrangement may be a period of less than six (6) months.

ARTICLE XXXVIII VIOLATIONS

If any Unit owner observes a violation of these Restrictions, the owner has the right to take his objections to the Board of Director of the Association. If the Board of Directors does not then take reasonable action to enforce the Restrictions, the Unit owner has the right to bring suit in court to seek enforcement.

Any homeowner found and confirmed by majority vote to be violation of these Covenants and Restrictions shall be so notified in writing and given four calendar weeks to cease, dismantle completed work, and apply for proper approval. A penalty of \$75 for the first offense and \$50 for each successive offense, not to exceed \$175 at the end of three months, shall be imposed when the violation is corrected. Refusal to comply with these rules will result in referral to legal counsel.



ARTICLE XXXIX CURRENT VIOLATIONS ("GRANDFATHER CLAUSE")

It is the intent of the board that this declaration of covenants and restrictions shall apply on its effective date of December 15, 2014, and that those homeowners currently with conditions not in compliance with the new restrictions will be exempt from bringing the offending conditions into compliance until such time when those conditions undergo major renovation. At that time, the offending conditions, in conjunction with board approval, will be brought back into compliance with the new restrictions. Violations occurring after December 15, 2014 shall not receive such an exemption and are subject to immediate prosecution.

Chris Prescott
Chris Prescott, President

12/19/14
Date

Dorothy Hinkle
Dorothy Hinkle, Secretary

12/19/14
Date

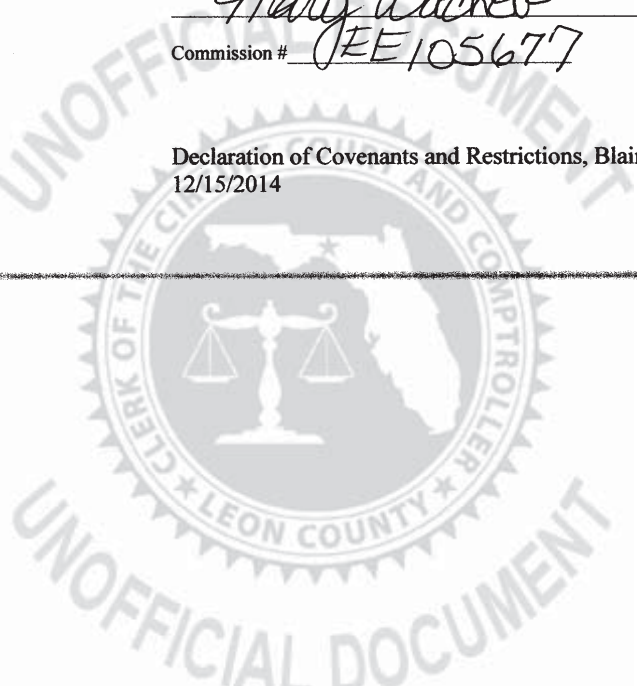
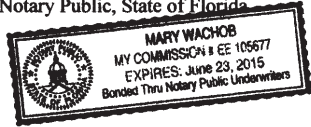
This certificate is executed in Tallahassee, Leon County, Florida, this 19th day of December, 2014.

STATE OF FLORIDA, COUNTY OF LEON

Before me personally appeared Chris Prescott and Dorothy Hinkle, the PRESIDENT and SECRETARY, respectively, of Blairstone Homes Association, Inc. of Tallahassee, Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and who severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 19th day of December, 2014

Mary Wachob, Notary Public, State of Florida
Commission # EE105677



Attachment 1

SIDING COLOR CHOICES

Navajo White 72

Richmond Bisque 54

Sail Cloth 77

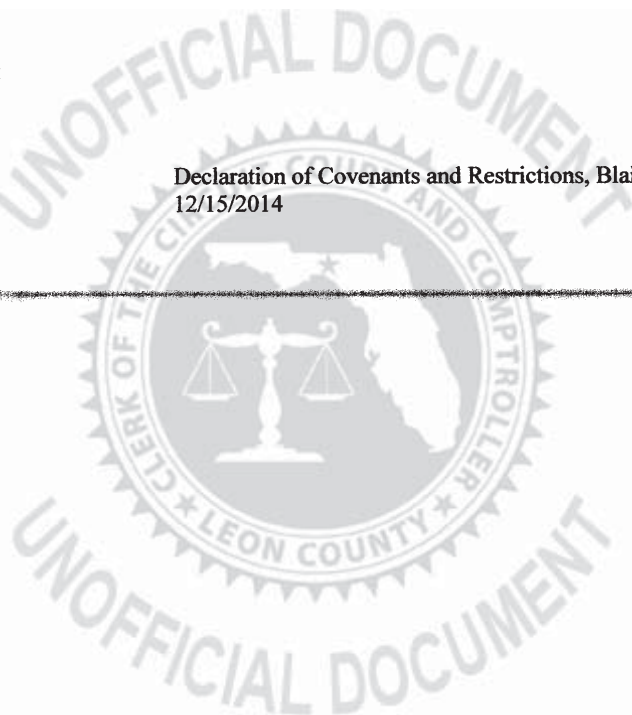
Platinum Grey 71

Van Courtland Blue HC-145

Horizon Grey 2141-50

Declaration of Covenants and Restrictions, Blairstone Homes Association, Inc.
12/15/2014

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REQUEST FOR ARCHITECTURAL CONTROL COMMITTEE APPROVAL

UNIT PROPERTY OWNER _____

PHONE: _____ STREET #: _____

DESCRIPTION OF IMPROVEMENT: _____

COLOR (If applicable): _____

LOCATION* (If applicable): _____

DIMENSIONS (If applicable): _____

CONSTRUCTION MATERIALS (If applicable): _____

*NOTE: If applicable, please attach any written plan (drawing, diagram, survey, photograph, etc.) which reasonably demonstrates the location of your planned improvement to this application. If you have a document that sets out the plans and/or specifications of your project, please attach a copy of it as well.

I hereby request approval of the above referenced planned improvement. If approved, I agree to build in accordance with this application and the attached plans (if any) and specifications and I agree to maintain any improvements at my expense.

SIGNED _____ DATE _____

(The owner/applicant is solely responsible for complying with all building codes and regulations and locating their improvements so as to adhere to all property boundaries. Approval of a plan by the Board or Architectural Control Committee shall NOT be construed as an expression of any opinion as to compliance with any building codes or regulations or the placement of improvements in adherence to property boundaries. Unless otherwise stated in the remarks section below, all improvements must comply with all of the provisions of the Restrictive Covenants. The Board is not responsible for lost or delayed mail with respect to applications.

BELOW IS FOR COMMITTEE USE ONLY

Date Received: _____ Date Reviewed: _____

The above request is: _____ APPROVED _____ NOT APPROVED

Committee Remarks: _____

Committee Signatures (requires a minimum 2 signatures):

Original to Homeowner – Copy in BHA files

