

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
NORTHBEND RESIDENTIAL SUBDIVISION**

This *Declaration of Covenants, Conditions, Restrictions, and Easements for a portion of Northbend Subdivision* (hereinafter referred to as this "Declaration") is made on June 28, 2019, by **JEB CENTERVILLE, LLC**, a Florida limited liability company (hereinafter referred to as the "Declarant").

STATEMENT OF PURPOSE

A. The Declarant is the owner of the real property described on the attached **Exhibit "A"** (hereinafter referred to as the "Property").

B. The Property comprises all of the real property shown on the subdivision plat (hereinafter referred to as the "Recorded Plat") for *Northbend Subdivision*, recorded at Plat Book 23, Page 27 of the Public Records of Leon County, Florida,

C. In order to develop and maintain the Subdivision as a residential community and to preserve, protect, and enhance the values and amenities of the Subdivision, it is necessary to declare, commit, and subject each of the Lots and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations, and easements and to delegate and assign to *Northbend Owners Association, Inc.*, a Florida not-for-profit corporation (hereinafter referred to as the "Community Association"), certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

TERMS AND CONDITIONS

The Declarant hereby declares that the Property, and any portions of it, shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, the title to the Property and be binding on all parties having any present or future right, title or interest in the Property or any part of it, and shall inure to the benefit of each such owner.

**ARTICLE I
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional words and terms also appear in this Declaration and are be defined the first time they appear.

1.1 "Articles" means the *Articles of Incorporation* of the Community Association, filed with the Secretary of State of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to meet the Community Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means an amount charged to a Member's individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital improvements or emergency expenses.

1.3 "Board" means the Board of Directors of the Community Association.

1.4 "Bylaws" means the Bylaws of the Community Association.

1.5 "Common Property" means those tracts of land that are (i) deeded to the Community Association and designated in the deed as a Common Property, or (ii) labeled as a H.O.A. OPEN SPACE on the Recorded Plat, including, but not limited to all portions of the Subdivision outside the boundaries of the Lots. The term "Common Property" also means any personal property appurtenant to any real property owned by the Community Association or acquired by the Community Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the Recorded Plat to Leon County, Florida or the City of Tallahassee or other party other than the Community Association, or (ii) sold or dedicated by the Community Association.

1.6 "Community Association" means the Community Association for **Northbend Owners' Association, Inc.**, a Florida nonprofit corporation, and its successors and assigns.

1.7 "Declarant" means **JEB CENTERVILLE, LLC**, a Florida limited liability company, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned. The Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to the Declarant's interest in the Subdivision or any portion thereof.

1.8 "Declaration" means this *Declaration of Covenants, Conditions, Restrictions, and Easements for Northbend Subdivision* and all supplements and amendments to it.

1.9 "Drainage System" means all areas identified with the words "Drainage Easement" and "Right of Way (Drainage)" within the area of the Subdivision on the Recorded Plat. The "Drainage System" includes the system within the Subdivision that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, or treat water; or (ii) prevent or reduce

flooding, overdrainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system.

1.11 “FDEP” means the State of Florida Department of Environmental Protection, its successors and assigns.

1.12 “Lot” means any lot within the Subdivision shown on the Recorded Plat along with any improvements constructed on the Lot.

1.13 “Member” means a member of the Community Association. Each Owner is also a Member. There are two classes of Members.

1.14 “Mortgagee” means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term “institutional lender” specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union and the Federal National Mortgage Association or similar agency.

1.15 “NFWFMD” means the Northwest Florida Water Management Agreement, its successors and assigns.

1.16 “Owner” means the record owner of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot, whether one or more persons or entities. “Owner” does not mean a Mortgagee.

1.17 “Plat” means the Subdivision portion of the Recorded Plat.

1.18 “Public Records” means and refers to the Official Records books maintained by the Clerk of Court for Leon County, Florida.

1.19 “Rules” means the rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Community Association. The procedures regarding the Rules are set forth in Paragraph 5.6.

1.20 “Subdivision” means all the land area described on the attached **Exhibit “A”** which has also been defined as “Property”. Specifically, it refers to the Property which includes, the roadways (i.e., *Bending Way* and *Bending Court*) dedicated to the general public on the Recorded Plat, the H.O.A. OPEN SPACE, Lots 1 through 16 of Block A, and Lots 1 through 9 of Block B, as shown on the Recorded Plat and to any land later made subject to this Declaration, from time to time.

1.23 “Surface Water or Stormwater Management System” means a system, inclusive of the Drainage System, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-346, F.A.C.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property which comprises the Subdivision, and provides the method by which additional property may be added.

2.1 Initial Property. The property subject to this Declaration consists of the Subdivision.

2.2 No Further Subdivision or Replat of Lots. Owners may not subdivide or separate any Lot into smaller lots.

ARTICLE III
ARCHITECTURAL REVIEW AND
CONSTRUCTION REQUIREMENTS

To ensure that the homes and accessory buildings within the Subdivision are harmonious, Declarant will create the Architectural Review Committee to approve all construction. Although certain requirements are specified herein, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The Architectural Review Committee will consist of a single person or a committee of persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. If Declarant (or assignee) fails to appoint at least one person to the Architectural Review Committee and the vacancy continues for 30 days after the Community Association gives written notice to Declarant (or assignee) of the vacancy, the Community Association will have the right to appoint the members of the Architectural Review Committee until such time as Declarant (or assignee) exercises its right of appointment.

(b) Professional Advisor. The Architectural Review Committee may employ one or more architects or land planners to advise the Architectural Review Committee. Each advisor may sit on the Architectural Review Committee as either a voting or nonvoting member, at the discretion of the other members of the Architectural Review Committee. At the discretion of the Architectural Review Committee, the advisor may be paid a reasonable fee derived from application fees or payable by the Community Association from the General Assessment.

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the

Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers; solar panels, or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues or other outdoor ornamentation; addition of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this paragraph or in Paragraph 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Architectural Review Committee.

- (b) Application. The plans to be submitted for approval shall include
- (i) the construction plans and specifications, including all proposed clearing and landscaping;
 - (ii) elevations of all proposed improvements including exterior finish schedule showing material, style and color for all surfaces;
 - (iii) a lot survey showing current improvements;
 - (iv) a landscape plan which may be submitted after construction commences, but must be approved by the Architectural Review Committee and implemented before occupancy, and
 - (v) any other items as the Architectural Review Committee requires.

No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modifications to the approved plans must be also review and approved by the Architectural Review Committee.

(c) Basis for Decision. The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decisions.

(d) Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications and impose a reasonable fee to be paid by the applicant. The Architectural Review Committee may also require an applicant to post a security deposit to ensure that all work is effected only in accordance with approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval. The Architectural Review Committee must notify an applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within 30 days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

(f) Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the Architectural Review Committee may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of the action including attorneys' fees at trial or on appeal. Any action shall also determine entitlement to any retained security deposit. When Declarant owns no Lots within the Subdivision, the Community Association will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.3 Liability. The Architectural Review Committee and Declarant will not be liable to the applicant or to any other party for inadequacy or deficiency in the plans resulting in defects in the improvements, and will not be obligated to ensure either that the proposed plans comply with any applicable building codes or that construction was done in accordance with the plans.

3.4 Specific Restrictions. The following restrictions shall apply to the Lots; however, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) Residential Building. No building may be erected, placed or permitted to remain on any Lot other than one single-family dwelling, a garage, and, if approved by the Architectural Review Committee, accessory buildings that do not furnish residential accommodations for an additional family.

(b) Building Restriction Lines. No building shall be constructed between a boundary line of a lot and the setback lines for such lot as shown on the Recorded Plat.

(c) Minimum Floor Space. Each single-story dwelling located on a Lot must contain at least one thousand five hundred (1,500) square feet of floor area, and each multistory dwelling located on a Lot must contain at least one thousand six hundred (1,600) square feet of floor area, of which one thousand two hundred (1,200) square feet must be on the first floor. "Floor area" means only enclosed livable, heated and cooled floor area and does not include garages, porches (open or with screened enclosures), terraces or patios. No dwelling shall exceed two stories in height (excluding basements).

(d) Garages. Unless otherwise specifically approved by the Architectural Review Committee, no building may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage to accommodate at least one (1) and not more than four (4) cars. Garage doors shall be in styles approved by the Architectural Review Committee. Without the prior written approval of the Architectural Review Committee, no garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot, which garage must meet the requirements of this Declaration.

(e) Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be of concrete, or other approved material.

(f) Exterior Color and Materials. The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films. No vinyl siding is allowed on any dwelling; except, however, vinyl fascia and soffits are permitted.

(g) Pools, Play Facilities and Lighting. All recreation facilities constructed or erected of a Lot, including, but not limited to, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature must be adequately walled, fenced or landscaped in a manner specifically approved by the Architectural Review Committee before the facility is constructed or erected. No above-ground pools are permitted on a Lot except those that are intended to be used temporarily by small children (i.e., those with inflatable sides, no more than 12 inches tall, and are no larger than 10 feet in diameter). All exterior lighting must be specifically approved by the Architectural Review Committee.

(h) Non-Interference with Easements. No structure, planting or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry-way, hedge, planting, tree, grass, fence or other improvement or landscaping located within the Common Property, or the Drainage System. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot on which the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, a public utility, or the Community Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the easement area. This provision may be enforced by any person or party benefiting from the easements, or responsible for maintenance of them.

(i) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television, must be run underground from the connecting point of the utility to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Architectural Review Committee.

(j) Air Conditioning Units. No window or wall air conditioning unit will be permitted on any Lot. All air conditioning compressors or other machinery shall be located to the rear of the dwelling or on a side yard if shielded from view by a fence or landscaping such that they are not readily visible from the street.

(k) Antennas, Aerials, Solar Panels, and Satellite Dishes. No antenna or aerial may be placed on any Lot or affixed to the exterior of any building, and no antenna or aerial placed or affixed within a building may extend or protrude beyond the exterior of the building or in any way be visible from outside the building. No satellite dish or solar panel visible either from a street, road, Common Property, or other Lot, may be placed on any Lot, or affixed to the

exterior of any building, without the prior written approval of the Architectural Review Committee.

(l) Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot if viewable from other Lots, Common Property or adjacent roads.

(m) Signs. The size, color and design of all signs located on a Lot will be subject to the approval of the Architectural Review Committee. No sign of any kind shall be displayed to general view on any Lot (whether free-standing, attached to a Building, or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee;

(ii) Declarant may display signs for the sale of Lots, and homes, and promotion of the subdivision;

(iii) One "For Sale" sign not more than four square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner; and

(iv) A name plate and address plate in size and design approved by Declarant may be displayed on a Lot.

(n) Fences. No fences, except as may be required by law or government regulation, may be erected on any Lot without prior written approval of the Architectural Review Committee. The Architectural Review Committee may specify the height, location and materials as conditions of any approval. The Architectural Review Committee will select a single color or other finish for all fences in order to maintain a uniform appearance throughout the Subdivision. Fences shall be located only where indicated on plans approved by the Architectural Review Committee, but generally will be permitted only in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than 25 feet behind the front face of the dwelling located on a Lot. If the front of the dwelling is irregular in design, the Architectural Review Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by Declarant or the Community Association for purposes such as tennis courts, swimming pools, or along the boundary lines between the Subdivision and other properties; these other fences may be constructed of chain link or other material.

(o) Sight Distance at Intersections. No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the Property shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way line and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub plant or

structure shall be maintained in such manner as to obstruct visibility from any alley or driveway located within the Properties. For this purpose, the same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

(p) Roof. Unless specifically approved by the Architectural Review Committee, main roof pitch shall be not less than six on twelve (6/12) and the roof covering must be an architectural shingle approved by the Architectural Review Committee. If replacement of roof material is required at any time, the replacement color shall match original color. If original color is not available, the architectural control committee shall approve the replacement color prior to installation thereof.

3.5 Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn or any other such building, is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling if approved by the Architectural Review Committee.

3.6 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently pursued, continued and completed.

3.7 Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or on any other property within the Subdivision until such time as all of the Lots are initially sold by the Declarant.

3.8 Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles or fences created by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors or subcontractors. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on the Owner's Lot.

3.9 Restrictions on Pesticides, Herbicides, and Fertilizers. Owners within the Subdivision shall limit the use of pesticides, herbicides and fertilizers to those materials which have rapid decomposition characteristics and are used at the lowest possible label rates. Fertilizer constituents should have at least 50 percent slow release characteristics, be applied at the lowest labeled rate per application, be a non-phosphorous or low phosphorous analysis, and be formulated for good slope retention characteristics.

ARTICLE IV

USE OF PROPERTY: INDIVIDUAL LOTS

The following restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses that may be a nuisance to other Owners.

4.1 **Residential Use.** No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Declarant or parties approved by Declarant.

4.2 **Leasing.** Leasing of dwelling units in the Subdivision for terms of less than 12 months is not permitted. Owners will be liable for any violations of this Declaration committed by their tenants.

4.3 **Maintenance of Exteriors.** Each Owner shall at all times maintain in a sightly manner the exterior of all structures on the Owner's Lot and any and all fixtures attached to the structures. If an Owner fails to undertake any necessary repair or maintenance within five days of notice of violation (given by the Community Association), or fails to complete the work within 15 days of the notice, the Community Association may effect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality and value of the neighborhood, and the cost of these repairs or maintenance plus a 15% administrative fee shall be payable by the Owner to the Community Association. If the Owner fails to make this payment within five days of demand, the cost and fee will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Community Association, and its contractors, employees and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to this work. Additionally, the Community Association may impose a fine for each day this paragraph is violated.

4.4 **Noxious Vegetation.** No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Community Association may impose a fine for each day this paragraph is violated.

4.5 **Litter, Trash, Garbage.** No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view. Trash containers may be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

4.6 **Nuisances.** No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within the Subdivision is strictly prohibited without the approval of the Community Association.

4.7 Parking of Wheeled Vehicles and Boats. Cars, trucks, tractors, recreational vehicles and trailers (collectively called "Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted in this paragraph. Boats and boat trailers must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted by the Architectural Review Committee. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guests may be parked in the Owner's driveway in a manner that they do not block any sidewalk, but only if they do not display commercial signs. Commercial and construction-related vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery services, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers and campers may be parked in the driveway of a Lot for up to a total of 48 hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Declarant will be permitted within the Subdivision for such purposes. All recreational "four wheelers" are prohibited.

4.8 Garage Doors. Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

4.9 Pets. Up to 3 "household pets" may be kept on a Lot. All other pets and animals are strictly forbidden to be kept, bred or maintained within the Subdivision. A "household pet" is a dog, cat or other common domestic animal approved by the Architectural Review Committee. In no event may any pet, including household pets, be kept, bred or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of his or her household pets. An Owner may not permit the household pet to become a nuisance or annoyance to other Owners. Each Owner will be responsible to immediately collect and dispose of waste and litter from the Owner's pets. Pets will not be allowed on the Common Property except in designated areas, and then only in compliance with the Rules.

ARTICLE V **COMMON PROPERTY**

The Community Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey or lease the property.

5.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Community Association for the benefit of all Owners.

(b) Conveyance. The Community Association is authorized to buy or lease real or personal property to be added to the Common Property.

UNOFFICIAL DOCUMENT

(c) Dedication. If the county or municipal government requests that the Community Association convey title to or dedicate the Common Property or any portion of it to the public, the Community Association will be authorized to make the conveyance or dedication, but only with the approval of the Members. Upon dedication, all obligations of the Community Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

5.2 Maintenance; Management; Contracts.

(a) Community Association Responsibility. The Community Association will be responsible for the management, control and improvement of the Common Property, and must keep it attractive, clean and in good repair in accordance with this Declaration, the *Conservation Areas Management Plan* attached to that certain Conservation Easement recorded in Official Records Book 5323, at Page 604 of the Public Records, and applicable governmental regulations.

(b) Management Agreements. The Community Association may contract with Declarant, or any other party, for the performance of all or any portion of the management of the Community Association and the Community Association's maintenance and repair obligations. Management costs will be included within the Assessments. The property manager for the Community Association and its employees, officers, contractors and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

5.3 Capital Improvements. The Community Association may make capital improvements to the Common Property and may modify the uses of the Common Property.

5.4 Damage or Destruction of Common Property by Owner. If any Owner or any guest, tenant, licensee, agent, employee, family member or pet of an Owner damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Community Association to repair the damage. The cost of repair will be the responsibility of that Owner and will become an Individual Lot Assessment payable by the responsible Owner.

5.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable laws, ordinances and regulations including, without limitation, all regulations and requirements of the NFWMD and the FDEP.

5.6 Rules for Use of Common Property. Members will have the right to use the Common Property only in accordance with the terms of the Rules initially made by Declarant and revised from time to time by the Community Association. The Rules may restrict the time of use, provide for the reservation of certain recreation facilities, provide limitation on use of the Common Property by a Member's guests and lessees, and provide for the imposition of a fee or charge for use of certain facilities, provided the fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in the Member's Assessments on account of any restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Community Association, and copies will be made available without charge to any Member requesting them.

5.7 Maintenance of Drainage System and Surface Water or Stormwater Management System. Owners of Lots shall be responsible for the maintenance, operation, and repair of that portion of the Drainage System and Surface Water or Stormwater Management System as is located on the Owner's Lot. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by City of Tallahassee and the NFWFMD. City of Tallahassee has the maintenance responsibilities to upkeep the stormwater management facility, and conveyances to the same. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by Leon County, Florida or the City of Tallahassee and the NFWFMD.

ARTICLE VI

GRANT AND RESERVATION OF EASEMENTS

6.1 Owners' Easement of Enjoyment of Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration or in the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Utility Easements. The Declarant hereby reserves, excepts, imposes, grants, and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for utility purposes as depicted on the Recorded Plat, as the same may be amended by Declarant from time to time.

6.3 Easement for Maintenance for Landscaping and Entrance Area. The Declarant hereby reserves, excepts, imposes, grants, and creates non-exclusive perpetual easements for the maintenance of any landscaping over and across the property depicted as a landscape and entrance area on the Recorded Plat.

6.4 Stormwater Drainage Easements. A nonexclusive easement shall exist in favor of all Owners, the Community Association, and the local government entity in which the Subdivision is located, over, across and upon the areas in which the Drainage System is located for stormwater drainage purposes. An easement for ingress, egress and access shall exist for such parties to enter upon the stormwater drainage easement areas depicted on the Recorded Plat for drainage conveyance and retention in order to construct, maintain or repair, as necessary, any portion of the Drainage System thereon and appurtenances thereto. No structure, landscaping, yard waste, or other material shall be placed or be permitted to remain which may damage or interfere with the Drainage System and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Property and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration. Lot setbacks, described on the Recorded

Plat shall serve as drainage cross- easements allowing uphill and adjacent properties stormwater access to the *Master Stormwater Facility* identified above in paragraph 5.2(a). Each Owner shall use reasonable efforts to direct storm and surface water from such Owner's Lot to such *Master Stormwater Facility* without increasing the stormwater impact to adjacent Lots.

6.5 Maintenance and Interference. Each easement provided for in sections 6.1, 6.2, 6.3, and 6.4 will be maintained by the Community Association until such time as the property encumbered by the easement may be dedicated and accepted, if ever, by the local governmental authority and the local governmental authority has assumed such maintenance. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VII **ASSOCIATION ORGANIZATION**

Although Declarant will control the Community Association during the development stage and thereafter until a certain number of Lots are sold, the Owners eventually will be responsible for the continuation of the Community Association.

7.1 Membership. Every Owner is a mandatory Member of the Community Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. The Community Association will have two classes of voting membership:

(a) Class A. Class A Members are all Owners of Lots other than Declarant, while Declarant is a Class B Member. Class A Members will be entitled to one vote for each Lot owned.

(b) Class B. The Class B Member is Declarant, who shall be entitled to 10 votes in all matters for each Lot owned by the Class B Member or its affiliates. Declarant may assign its Class B Membership. The Class B Membership will end and be converted into Class A Membership three months after the first to occur of the following events:

(i) The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) 90% of the Lots within the Subdivision have been conveyed to Members other than the Class B Members; or

(iii) Declarant chooses to become a Class A Member, as evidenced by an instrument to that effect, executed by Declarant and Declarant's mortgagee holding a mortgage encumbering the Property or a portion thereof, which is recorded in the Public Records.

7.3 Exercise of Vote. When more than one person holds an interest in any Lot, all of them shall be Members; however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the vote for that Lot may be exercised. Corporations, partnerships and other entities must notify the Community Association of the natural person who will be considered a Member of the Community Association and be entitled to exercise its vote.

7.4 Board of Directors.

(a) Composition. The Board initially will consist of at least 3 persons appointed by Declarant. On termination of the Class B Membership, the Board will consist of at least three directors, selected in accordance with the Articles and Bylaws, but in any event, the number of directors must always be three or a multiple of three.

(b) Classes. Each director will be appointed or elected to one of three classes: Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased, it shall be in multiples of three, and each new position must be assigned to a class so that each class will have an equal number of directors.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for three years; however, directors will always serve until resignation, removal or the election of their successors.

(d) Qualifications. After termination of the Class B Membership, each director must be a Member. If a director ceases to be a Member during the term of office, that person will be automatically removed from the Board, effective when he or she ceases to be a Member.

(e) Voting Procedure. At each annual meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled, and the Class B Member will have 10 votes for each Lot owned by the Class B Member or its affiliates. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast that vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and the Bylaws.

(f) Removal. Any director may be removed from office, with or without cause, by at least a majority vote of the Members.

(g) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Community Association may be called by any officer, or by any Member, to elect new members to the Board.

(h) Compensation. Directors will not receive compensation for their service unless approved by the Members. This will not prevent a Class B Member, or an affiliate of a Class B Member, from being compensated for management or other services.

7.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Community Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VIII **OPERATION OF ASSOCIATION AND BOARD**

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Community Meeting provides a public opportunity for discussion.

8.1 Annual Meeting.

(a) When Called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be determined by the Articles and Bylaws.

(b) Quorum. Voting at an annual meeting requires the presence of (i) Members (in person or by proxy) representing 51% of votes, and (ii) Declarant or its representative as long as Declarant owns at least one Lot.

(c) Notice. Notice of the annual meeting may be given by (i) mailing a notice to each Member at the last address furnished to the Community Association, (ii) delivering notices to the Member's dwellings or Lots, (iii) electronically mailing a notice to each Member at the last electronic mail address furnished to the Community Association by the Member, or (iv) posting conspicuous notices for the meeting in the Common Property. Notice should be given at least 30 days before the annual meeting.

8.2 Board Meeting.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority, to act on behalf of the Community Association in all matters.

(b) Quorum. Voting at a Board meeting requires the presence of at least half (½) of the directors (in person or by proxy). Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices. Notices of all meetings of the Board shall be posted in a conspicuous place in the Common Property 48 hours in advance, absent an emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

8.3 Record Keeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Community Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary, and a summary of the information on which the decision was based. The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

ARTICLE IX **ASSOCIATION BUDGET**

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Community Association.

9.1 Fiscal Year. The fiscal year of the Community Association will begin January 1 of each year and end on December 31 of that year. The Board may elect another fiscal year.

9.2 Budget. The Board must prepare an annual budget (the "budget") for each fiscal year that sets out the annual operating expenses of the Community Association. A copy of the budget must be provided to each Member or a notice must be given to the Members that a copy of the budget is available upon request and without charge. The budget will reflect the estimated revenues and expenses for that year and the estimated surplus or deficit, if any, as of the end of the current fiscal year. The budget must include the following:

- (a) An estimate of revenues from the General Assessments.
- (b) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration.
- (c) Reasonable amounts, as determined by the Board for working capital for the Community Association and for reserves.
- (d) Fees for professional management of the Community Association (which may include Declarant), legal counsel and accounting.
- (e) Taxes, if the Common Property is taxed separately from the Lots.
- (f) The cost of maintaining and repairing of the Surface Water or Stormwater Management System located within the Common Property by the Association

9.3 Reserves. The Community Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacements, to be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the budget will be charged first against these reserves. Except in the event of any emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, the excess may be used to reduce the following year's General Assessments.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Annual Budget. Declarant has prepared the initial or first annual budget.

(b) Subsequent Years. Budgets other than the initial or first annual budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the annual General Assessment must be adopted by a majority vote of the Board.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments, whenever the amount of such assessments is finally determined. In the absence of an annual budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal year period until notified otherwise.

9.6 Financial Reporting. The Board shall prepare an annual financial report for the Community Association within 60 days of the close of the fiscal year, and provide each Member with either a copy of the report or a notice that a copy is available without charge. The report must be in the form required by Section 720.303(7), Florida Statutes.

9.7 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessment. If the cost of all capital improvements to be paid within a single year totals more than 25% of the Community Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement.

9.8 Reserves shall be kept separate from other Community Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

9.9 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the annual General Assessment for that year if it appears that there will be insufficient income to meet the obligations of the Community Association.

ARTICLE X
COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Community Association's financial obligations is divided pro-rata among the Members by means of Assessments. To ensure that the Community Association has a reliable source of funds and to protect those Members who contribute their equitable share, assessments are mandatory and are secured by both a lien on the Lots and the Member's personal obligation.

10.1 Obligation for Assessments. Declarant covenants for each Lot and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Community Association the following (to be known collectively as "Assessments"):

- (a) General Assessment for expenses included in the budget.
- (b) Special Assessments for the purposes provided in this Declaration.
- (c) Individual Lot Assessments for any charges particular to that Lot.

10.2 Equitable Division of Assessments. The Owner of each Lot shall be assessed an equal General Assessment and all Special Assessments, if any, shall likewise be equal.

10.3 General Assessments.

(a) Amounts.

- (i) The General Assessments per Lot for the partial calendar year 2019 shall be \$10.00 per month times the number of months from individual ownership of the lot, through December 31, 2019.
- (ii) For the fiscal year commencing January 1, 2020, the annual General Assessment shall be \$120.00 per Lot.
- (iii) For the fiscal years commencing January 1, 2021, the Board shall determine the amount of the annual General Assessments as and when the budget for the fiscal year is established in accordance with paragraph 9.4(b) of this Declaration.

(b) Dates Due and Payable.

- (i) Except for calendar year 2019, General Assessments shall be due and payable on the first of January and shall be delinquent if not paid by the 30th day of January of each year.
- (ii) General Assessments for calendar year 2019 shall be collected as and when the Declarant consummates the initial sale of a Lot and for all Lots not sold by December 31, 2019, then no later than December 31, 2019.

(c) Late Fee and Interest. The Board may impose a reasonable late fee on any General Assessment not paid by January 31st of the fiscal year for which it is due. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

10.4 Special Assessments. In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Assessment. By a 2/3 vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Community Association to pay.

(c) Special assessments shall be due and payable in accordance on such dates and such terms as may be adopted by the Association.

10.5 Individual Lot Assessments. The Community Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot, or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal fees and expenses (at trial or on appeal) incurred by the Community Association in enforcing the provisions of this Declaration or in enforcing any other right the Community Association is authorized to enforce.

10.6 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (at trial or on appeal) whether or not a lawsuit is brought (collectively the "Assessment Charge"), shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective on recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Community Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Paragraph 10.7(d).

(c) Lawsuit for Payment; Foreclosure of Lien. The Community Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Community Association, acting on behalf of the Owners, shall have the power to bid for an

interest in any Lot foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or service charges or fees in connection with the enforcement of the lien resulting therefrom.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any mortgagee. Sale or transfer of any Lot by foreclosure of a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer. However, if the mortgagee or some other person acquires title to such Lot as a result of the foreclosure or deed in lieu, its liability shall be the lesser of (1) the Lot's unpaid Assessment Charge that accrued during the 12 months immediately preceding the acquisition of title, or (2) one percent of the original mortgage debt.

(e) Other Remedies. The Community Association may assess fines and suspend the voting rights and right to use of the Community Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

(f) No Setoffs. No setoffs shall be allowed to any Owner for repairs or improvements, or services contracted for by any Owner without the express written authorization of the Board.

10.7 Certificate of Payment. The treasurer of the Community Association or the manager of the Community Association, on request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for the certificate. The certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE XI

INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage may be available this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

11.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once a year.

11.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the

policy, but in any event not less than 80% of the insurable value (based on replacement) of the improvements constructed on the Common Property.

11.3 Public Liability. The Board shall obtain public liability insurance in limits as the Board may from time to time determine insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever practicable, the insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Community Association, the Board or other Owners. The insurance must always name Declarant as an additional insured until 10 years after the date of this Declaration.

11.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. The insurance shall be of the type and amount determined by the Board in its discretion.

11.5 Other Insurance. The Board shall obtain and maintain workers' compensation insurance if and to the extent necessary to meet the requirements of law, and any other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant. In consideration of Declarant conveying the Common Property to the Community Association, the Community Association releases, indemnifies and holds Declarant and its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. This indemnity includes any attorneys' fees and costs incurred by Declarant at trial or on appeal.

ARTICLE XII **GENERAL PROVISIONS**

This article sets forth rules of interpreting the Declaration, provides for enforcement and sets forth the procedure to amend the Declaration.

12.1 Incorporation of Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

12.2 Release from Minor Violations. Declarant and the Architectural Review Committee, or either of them, shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the Plat, including, but not limited to (i) encroachments into easements, (ii) encroachments over building restriction lines, and

(iii) construction of less than the required minimum square footage for the dwelling if the square footage is at least 90% of the required minimum.

12.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the covenant or restriction, or of the right of the party to thereafter enforce the covenant or restriction. The prevailing party in any enforcement litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The NFWFMD will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

12.4 Assignment. Declarant shall have the right, from time to time, to assign in whole or in part any of its rights or obligations under this Declaration.

12.5 Notices. Notices shall be given to Owners by posting at the Owner's dwelling or vacant Lot, or mailing first class postage prepaid to the Owner's address maintained by the Community Association, or by posting a notice applicable to all Owners at the Common Property, and to Declarant, by sending certified mail to the corporate address of Declarant filed with the Florida Secretary of State.

12.6 Amendment.

(a) Subject to the provisions of Paragraph 12.7, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of Leon County, Florida or the City of Tallahassee, the NFWFMD, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veterans Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify or make internally consistent the provisions of this Declaration.

(b) Subject to the provisions of Paragraph 12.7, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(c) Subject to the provisions of Paragraph 12.7, this Declaration may be amended by consent of Owners of 50% or more of the Lots as evidenced by recording an instrument executed by the Owners in the Public Records, provided that no amendment will be

effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Lots or other property within the Subdivision.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplementary Declaration in accordance with the procedures set forth in Paragraph 2.2.

(e) Any amendment to the Declaration that would alter the Surface Water or Stormwater Management System beyond maintenance in its original condition, must have the prior approval of City of Tallahassee and the NFWFMD.

12.7 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. These provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing these rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 30% or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting consent within 30 days after the request is received. If a Mortgagee does not respond within that time, the Mortgagee's consent will be deemed given, and an affidavit to that effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment. A photocopy of the documentation proving receipt of the request to the Mortgagee must be attached to the affidavit. This paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Community Association or the Owners to make amendments that do not adversely affect the Mortgagees.

12.8 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only, and in no way shall the statement define, limit or in any way affect any of the terms or provisions of this Declaration.

12.9 Gender and Plural Terms. Whenever the context so requires, any pronoun used in this Declaration may be deemed to mean the corresponding masculine, feminine or neuter form of the pronoun, and the singular form of any noun or pronoun may be deemed to mean the corresponding plural form of the pronoun and vice versa.

12.10 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for the period of time as may be permitted by law.

Any amendment to applicable law that has the effect of reducing the rights of Declarant, increasing the liabilities of or duties imposed on Declarant, or making void or voidable Declarant's right to receive the Recreation Facilities Charge or enforce its collection will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

12.11 Duration and Renewal. This Declaration (but excluding the easements created in this Declaration, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained in this Declaration, including, but not limited to, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners and their respective legal representatives, heirs, successors and assigns for a term of 90 years from the date of this Declaration. After the 90 year term, this Declaration shall be automatically renewed and extended for successive periods of 10 years each, unless at least one year before the termination of the 90-year period, or before each 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration. This instrument must be signed by a majority of all Owners and all Mortgagees, and this Declaration shall be terminated on the expiration of the 90-year term or the 10-year extension during which the instrument was recorded, as the case may be.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written

JEB CENTERVILLE, LLC,
a Florida limited liability company

By:

Edward N. Bass, III
Its: Managing Member

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me on this 28 day of ~~November~~ ^{JUNE}, 2019, by Edward N. Bass III, as Managing Member of JEB CENTERVILLE, LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known by me.

(Seal)  TAMMY KIRKPATRICK-EDWARDS
MY COMMISSION # GG 015127
EXPIRES: July 25, 2020
Bonded Through Budget Notary Services


Notary Public

UNOFFICIAL DOCUMENT

EXHIBIT 'A'

Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103


May 10, 2019

Legal Description of an 8.02 Acre Tract
Certified To: JEB Centerville, LLC

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 5J-17.051, Florida Administrative Code).

Commence at the Southwest corner of Section 11, Township 1 North, Range 1 East, Leon County, Florida; thence run North along the Westerly boundary of said Section 11 a distance of 448.43 feet to an iron rod and cap (marked #3293) lying on the Northerly right-of-way boundary of Centerville Road said point also being the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way run North 00 degrees 06 minutes 45 seconds West 778.13 feet to an iron rod and cap (marked #5051); thence run North 76 degrees 02 minutes 28 seconds East 432.94 feet to an iron rod and cap (marked #5051); thence run South 09 degrees 24 minutes 18 seconds East 232.28 feet to a concrete monument (marked #4261); thence run South 44 degrees 13 minutes 46 seconds East 127.86 feet to a concrete monument (marked #4261); thence run South 85 degrees 19 minutes 44 seconds East 129.93 feet to a concrete monument (marked #4261) lying on the Northerly right-of-way boundary of Centerville Road; thence run Southwesterly along said right-of-way boundary (as monumented) the following nine courses: South 43 degrees 23 minutes 41 seconds West 228.43 feet to an nail and cap (marked #7160); South 43 degrees 32 minutes 25 seconds West 21.77 feet to an iron rod and cap (marked #7160); South 41 degrees 45 minutes 36 seconds East 28.33 feet to an iron rod and cap (marked #5051), South 49 degrees 16 minutes 38 seconds West 153.19 feet to an iron rod and cap (marked #5051); South 53 degrees 35 minutes 05 seconds West 98.84 feet to an iron rod and cap (marked #5051), South 58 degrees 11 minutes 01 second West 98.70 feet to an iron rod; South 58 degrees 11 minutes 03 seconds West 98.99 feet to an iron rod and cap (marked #5051); South 60 degrees 50 minutes 26 seconds West 100.02 feet to an iron rod and cap (marked #5051); South 62 degrees 43 minutes 17 seconds West 80.14 feet to the POINT OF BEGINNING containing 8.02 acres, more or less.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.


James T. Roddenberry
Surveyor and Mapper Florida
Certificate No: 4261

19-294

