

DECLARATION **OR1520PP0190**
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BAKER PLACE, a recorded subdivision
in Leon County, Florida

THIS DECLARATION, is made and executed this 2nd day of October, 1991, CENTERVILLE PARTNERS, L. P., a Delaware limited partnership authorized to transact business within the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described as Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Baker Place Homeowners Association, Inc., its successors and assigns and it shall be responsible for maintaining the common areas.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

PREPARED BY: MARION D. LAMB, JR.
Lamb & Lamb
1972 Raymond Diehl Road
Tallahassee, FL 32308

CLERK OF DISTRICT COURT

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RECORDED BY THE CLERK

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Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean any land or facilities which the Association owns or maintains, or is otherwise reserved to the Association being more particularly described in Composite Exhibit "B" attached hereto. The Common Area shall be maintained by the Association and shall be conveyed to the Association at or before the date of the conveyance of the first Lot. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the numbered lots depicted on the Plat of The Baker Place.

Section 6. "Plat of the Baker Place" shall mean and refer to the plat of The Baker Place recorded in the Public Records of Leon County, Florida.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Right of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations:

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such

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dedication or transfer signed by two-thirds of the lot owners has been recorded);

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to one (1) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2001.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the

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Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and maintenance costs, including but not limited to maintenance of the common property, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common areas. Attached hereto as Exhibit "C" is an estimate prepared by Broward Davis and Associates reflecting the reasonably expected total annual maintenance and replacement costs for the Common Areas based upon the life expectancy of those facilities as designed.

Section 3. Maximum Annual Assessment.

(a) The first annual assessment shall be assessed on January 1 of the year immediately following the conveyance of the first lot to an owner (but in no event later than one year after construction of the common areas) and shall include both maintenance costs and a reasonable contribution to a reserve account for future repairs or replacement of the common areas.

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Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Election of Directors. Directors of the Association shall be elected by a majority vote of the members of the association on a one-vote-per-lot basis without regard to the Class of membership. The initial directors of the Association named in the Articles of Incorporation of The Baker Place Homeowners Association, Inc., shall serve until such time as their successors are duly elected in accordance with the By-Laws of the Association by a majority of votes cast at the time and

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place specified by the Directors after notice to all members. If not sooner held, the first Election of Directors shall be held prior to the conveyance by sale or deed of 50% of the lots of The Baker Place and thereafter annual elections shall be had in accordance with the By-Laws of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in this Section, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on semi-annually or annually as may be decided by the Board of Directors.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January of the year following the conveyance of the first lot, but in no event later than one year from the construction of the common areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for

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a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties described to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Right of Declarant: Notwithstanding anything

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contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to lots owned by Declarant upon which have been constructed a dwelling unit not held for sale, and provided, further, that Declarant's exemption from payment of assessments shall terminate upon termination of Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall be first. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE V

COMMON AREAS

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement of common use and enjoyment to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and utility purposes and for reasonable use and enjoyment over, under and across those portions of the Properties depicted as Common Areas on the Plat of The Baker Place. These common areas to the extent not conveyed to a public authority accepting maintenance of the same shall be maintained by, and at the expense of, the Association. Within these areas, no structure, planting or other material which may interfere with the use and purpose of the same shall be placed or permitted to remain.

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ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Declarant or the Board of Directors of the Association as provided herein (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be Anthony K. Baker, Lynda I. Johnson and Marion D. Lamb, III, who shall serve until all Lots are sold and transferred by the Declarant. In the event any of the initial members resign or become unable or unwilling to serve prior to the sale, conveyance and improvement to all Lots,

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the Declarant shall have the right to appoint the replacement to the Architectural Committee. Thereafter, all successor's shall be appointed and serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary or State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

(1) Building plans showing floor plans and front, side and rear elevations.

(2) Exterior finish schedule showing material, style, and color for all surfaces.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Lot Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with the existing or

proposed improvements to the Lots.

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(2) General quality in comparison with the existing improvements to the Lots.

(3) Location in relation to surrounding improvements.

(4) Location in relation to topography.

(5) Changes in topography.

(6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color or composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building, landscaping or improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings, landscaping, and swimming pool as approved by the

Architectural Committee.

ARTICLE VIII

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SUBDIVISION OF LOT

No Lot shall be re-subdivided.

ARTICLE IX

DWELLING SIZE

No dwelling size shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of open porches, carports and garages, contains at least 1,800 square feet for a one-story dwelling and at least 1,800 square feet for a dwelling of more than one story (1,000 square feet must be on the ground level), exclusive of open porches, carports and garages. No dwelling shall exceed two and one-half stories in height without prior approval of the Architectural Committee.

ARTICLE X

BUILDING, DRIVEWAY AND FENCE LOCATION

No building shall be located on any Lot: nearer than fifty (50) feet to the front Lot line; nearer than twenty (20) feet to the rear Lot line; nearer than twenty (20) feet to a side-interior Lot line. For the purposes of this Article X, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up turn-around pad may be located as near as one (1) foot to a Lot line. No fence shall be located nearer to the front Lot line than the rear of the primary building, and is subject to approval of the Architectural Control Committee. The Board of Directors of the Association or the Architectural Control Committee may in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XI

GARAGES AND CARPORTS

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Each dwelling shall have a functional garage which shall be screened on sides which are visible from the street, which runs in front of or adjacent to the property. All garage entrances shall face the rear property line or a side property line. In no instance shall the entrance be permitted to face the front property line of the property.

ARTICLE XII

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XIII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIV

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

ARTICLE XV

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic 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 no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in manner which does not create a

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nuisance to other Owners. In furtherance and not in limitation of the foregoing, the Owners of pets shall be responsible for removing from Lots and easements areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All pets shall at all times be confined within the Owner's dwelling; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

ARTICLE XVI

RADIO AND TELEVISION ANTENNA

SPORTS EQUIPMENT AND TANKS

No Exterior radio, television or satellite dish antenna or sports and play equipment, such as basketball goals and playground equipment shall be installed on any portion of the Properties without the written approval of the Architectural Committee. No above ground tank for the storage of fuel, water, or other substance shall be placed or permitted to remain on any Lot visible from the street.

ARTICLE XVII

BOATS, TRAILERS,

RECREATIONAL VEHICLES AND ACTIVITIES

No boat, trailer, motorcycles, motor homes, campers, vans, planes, or recreational vehicles may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage.

No boat powered by an internal combustion engine shall be

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operated upon the lakes or any water body within the subdivision, nor shall any craft which may cause a wake sufficient to erode the shoreline be operated on any water body within the subdivision. However, wind-powered craft and electric powered craft with a thrust of less than 100 foot pounds shall be permitted.

ARTICLE XVIII

DOCKS AND WHARFS

No docks, wharfs, or other structures shall be constructed over the waters of any lake or water body except the owner of each single family residential lot fronting any lake may in the discretion of the Architectural Control Committee allowed to construct not more than one (1) dock no more than eight (8) feet in width and twenty-five (25) feet in length, and no structure shall extend more than two (2) feet above normal high water exclusive of hand rails. No sheds or other structures shall be permitted within the properties other than in the common area owned by the homeowners association with the approval of the Architectural Control Committee.

ARTICLE XIX

VEHICLES PROHIBITED

No two (2), three (3), or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be stored on any exposed portion of the Properties visible from the street nor operated upon the common areas, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XX

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar materials shall be erected or located on the Properties unless

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and until the size, location, and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XXI

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and the same shall at all times be kept in sanitary containers installed in such a manner as to be acceptable to the Board of Directors of the Association or an Architectural Committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street.

ARTICLE XXII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any Owner, shall have the right to enforce against the Association, Declarant or any other Owner by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, obligations, and charges now or hereafter imposed by the provisions of the Declaration of Covenants, Conditions and Restrictions of The Baker Place and, in the event such an action be brought, the prevailing party shall be entitled to a reasonable attorney's fee. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force

and effect.

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Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended subject to the provisions set forth in subsection (5) and (6) of this Article by an instrument signed by not less than sixty-six and two-third percent (66 2/3%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 5. Local Government Approval. Notwithstanding the provisions set forth in Section 4 of this article, amendment to any of the provisions of this Declaration which are specifically required by Ordinance 90-12 amending Section 18-52 of the Code of Laws of Leon County, Florida, Subsection (1) Sub-subsections (a) through (n) shall not be effective without the written consent and joinder of the County as set forth in subsection (n) of that ordinance.

Section 6. FHA/VA Approval. As long as there is a Class B Membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein as caused this Declaration to be executed the day and year

first above written.

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WITNESSES:

CENTERVILLE PARTNERS, L. P.
A Delaware Limited Partnership
authorized to transact
business within the State of
Florida

Eduardo Pascual
Eduardo Pascual

BY: George F. Baker, III
GEORGE F. BAKER, III
As its General Partner

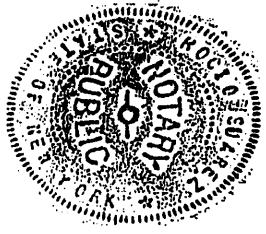
George Bernstein
George Bernstein

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 2nd
day of October, 1991, by George F. Baker, III, as General
partner of Centerville Partners, L.P., a Delaware Limited
Partnership authorized to transact business within the State of
Florida, and he executed the foregoing Declaration of Covenants,
Conditions, and Restrictions on behalf of said limited
partnership for the purposes set forth therein.

Rocio Suarez
NOTARY PUBLIC - ROCIO SUAREZ
My Commission Expires:
10/31/92



OR 1520 P 020'S

THE BAKER PLACE

A SUBDIVISION LYING IN SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 EAST, AND SECTIONS 18 AND 19 TOWNSHIP 2 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, AND LYING BEYOND THE CITY LIMITS OF TALLAHASSEE, FLORIDA.

LEGAL DESCRIPTION

BEGIN AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, (ALSO THE NORTHWEST CORNER OF SECTION 19) (PROVEN), TOWNSHIP 2 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, AND RUN SOUTH 00 DEGREES 08 MINUTES 08 SECONDS EAST 444.95 FEET, THENCE SOUTH 01 DEGREE 38 MINUTES 09 SECONDS EAST 2030.21 FEET TO THE APPROXIMATE CENTER OF PISOAH CHURCH ROAD, THENCE ALONG SAID APPROXIMATE CENTER OF PISOAH CHURCH ROAD AS FOLLOWS: NORTH 72 DEGREES 32 MINUTES 20 SECONDS EAST 1.27 FEET, THENCE NORTH 85 DEGREES 29 MINUTES 38 SECONDS EAST 73.00 FEET, THENCE SOUTH 87 44 MINUTES 48 SECONDS EAST 211.18 FEET, THENCE SOUTH 83 DEGREES 31 MINUTES 40 SECONDS EAST 198.88 FEET, THENCE SOUTH 81 DEGREES 50 MINUTES 08 SECONDS EAST 120.00 FEET, THENCE LEAVING THE APPROXIMATE CENTER OF SAID PISOAH CHURCH ROAD RUN NORTH 01 DEGREE 38 MINUTES 09 SECONDS WEST 1404.38 FEET, THENCE SOUTH 88 DEGREES 23 MINUTES 01 SECONDS WEST 238.68 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88 DEGREES 09 MINUTES 28 SECONDS FOR AN ARC DISTANCE OF 47.12 FEET, TO THE EASTERLY RIGHT OF WAY OF A 60 FOOT COUNTY ROAD KNOWN AS GRENVILLE ROAD, THENCE NORTH 01 DEGREE 38 MINUTES 38 SECONDS WEST, ALONG SAID RIGHT OF WAY BOUNDARY, A DISTANCE OF 89.43 FEET, THENCE NORTH 00 DEGREES 32 MINUTES 22 SECONDS EAST, ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 61.73 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 82 DEGREES 08 MINUTES 31 SECONDS FOR AN ARC DISTANCE OF 48.25 FEET, (THE CHORD OF SAID ARC BEING SOUTH 46 DEGREES 31 MINUTES 54 SECONDS EAST 43.21 FEET), THENCE RUN NORTH 88 DEGREES 23 MINUTES 01 SECONDS EAST 237.37 FEET, THENCE NORTH 01 DEGREE 38 MINUTES 09 SECONDS WEST 1231.01 FEET, THENCE NORTH 78 DEGREES 58 MINUTES 28 SECONDS WEST 218.23 FEET TO THE EASTERLY RIGHT OF WAY OF A 60 FOOT COUNTY ROAD KNOWN AS GRENVILLE ROAD, THENCE NORTH 14 DEGREES 05 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 888.88 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 832.83 THROUGH A CENTRAL ANGLE OF 14 DEGREES 12 MINUTES 01 SECOND FOR AN ARC DISTANCE OF 208.41 FEET, THENCE NORTH 00 DEGREES 08 MINUTES 27 SECONDS WEST 175.88 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID RIGHT OF WAY CURVE WITH A RADIUS OF 823.20 FEET THROUGH A CENTRAL ANGLE OF 27 DEGREES 41 MINUTES 32 SECONDS FOR AN ARC DISTANCE OF 301.20 FEET, THENCE LEAVING SAID EASTERLY RIGHT OF WAY, RUN NORTH 84 DEGREES 57 MINUTES 34 SECONDS EAST 88.83 FEET, THENCE NORTH 00 DEGREES 08 MINUTES 08 SECONDS WEST 1087.78 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 604.77 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 22 MINUTES 20 SECONDS FOR AN ARC DISTANCE OF 46.18 FEET, (THE CHORD OF SAID ARC BEING SOUTH 78 DEGREES 28 MINUTES 09 SECONDS WEST 46.14 FEET), TO A POINT OF REVERSE CURVE CONCAVE TO THE NORTHEASTERLY, THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 84 DEGREES 34 MINUTES 34 SECONDS FOR AN ARC DISTANCE OF 44.28 FEET, (THE CHORD OF SAID ARC BEING NORTH 63 DEGREES 27 MINUTES 84 SECONDS WEST 40.37 FEET), THENCE NORTH 21 DEGREES 10 MINUTES 38 SECONDS WEST 21.58 FEET, THENCE SOUTH 88 DEGREES 48 MINUTES 24 SECONDS WEST 80.00 FEET, TO A POINT ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 436.01 FEET THROUGH A CENTRAL ANGLE OF 28 DEGREES 02 MINUTES 02 SECONDS FOR AN ARC DISTANCE OF 204.78 FEET, (THE CHORD OF SAID ARC BEING NORTH 09 DEGREES 17 MINUTES 38 SECONDS WEST 178.78 FEET), THENCE NORTH 07 DEGREES 24 MINUTES 34 SECONDS WEST 300.02 FEET, THENCE NORTH 12 DEGREES 07 MINUTES 33 SECONDS EAST 277.83 FEET, THENCE NORTH 24 DEGREES 44 MINUTES 04 SECONDS EAST 189.88 FEET, THENCE NORTH 20 DEGREES 27 MINUTES 08 SECONDS EAST 197.23 FEET, THENCE NORTH 67 DEGREES 43 MINUTES 28 SECONDS WEST 310.01 FEET, TO THE EASTERLY RIGHT OF WAY OF SAID GRENVILLE ROAD, THENCE NORTH 78 DEGREES 00 MINUTES 00 SECONDS WEST 80.90 FEET TO THE WESTERLY RIGHT OF WAY OF SAID GRENVILLE ROAD, THENCE SOUTH 21 DEGREES 54 MINUTES 18 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 82.64 FEET, TO A POINT OF CURVE TO THE RIGHT, THENCE LEAVING SAID WESTERLY RIGHT OF WAY RUN SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 47.12 FEET, THENCE NORTH 68 DEGREES 05 MINUTES 42 SECONDS WEST 270.00 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 24 DEGREES 08 MINUTES 27 SECONDS FOR AN ARC DISTANCE OF 117.83 FEET, THENCE NORTH 78 DEGREES 00 MINUTES 00 SECONDS WEST 703.14 FEET, THENCE SOUTH 08 DEGREES 12 MINUTES 43 SECONDS WEST 414.14 FEET, THENCE SOUTH 17 DEGREES 08 MINUTES 48 SECONDS WEST 408.74 FEET, THENCE SOUTH 02 DEGREES 03 MINUTES 17 SECONDS WEST 285.45 FEET, THENCE NORTH 78 DEGREES 42 MINUTES 48 SECONDS WEST 40.14 FEET, THENCE SOUTH 00 DEGREES 08 MINUTES 14 SECONDS EAST 2310.78 FEET TO THE SOUTH BOUNDARY OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 05 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 13, A DISTANCE OF 1361.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF THE FOREGOING DESCRIBED PROPERTY LYING WITHIN A 60 FOOT COUNTY ROAD.

THE FOREGOING DESCRIBED PROPERTY BEING SUBJECT TO THE MAINTAINED BOUNDARY OF PISOAH CHURCH ROAD, AND A POWER TRANSMISSION LINE EASEMENT.

THE FOREGOING DESCRIBED PROPERTY CONTAINING, LESS 60 FOOT COUNTY ROAD RIGHT OF WAY, 182.10 ACRES MORE OR LESS.

EXHIBIT "A"

BAKER PLACE

OR1520P0209

Homeowners Association Parcel at Grenville Road
and Ansel Ferrel Road North of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 421.93 feet, thence North 60 degrees 12 minutes 17 seconds East 328.83 feet to the Westerly right of way of a proposed 60 foot roadway to be known as Ansel Ferrel Road, said point lying on a curve concave to the Northeasterly, thence from a tangent bearing of North 54 degrees 49 minutes 12 seconds West run Northwesterly along said proposed right of way curve with a radius of 248.00 feet, through a central angle of 12 degrees 04 minutes 07 seconds, for an arc distance of 52.24 feet to a point of compound curve, thence along said proposed compound right of way curve with a radius of 509.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 53.08 feet to a point of reverse curve, thence along said proposed reverse right of way curve with a radius of 449.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 46.83 feet, thence North 42 degrees 45 minutes 05 seconds West 153.72 feet to a point of curve to the left, thence along said proposed right of way curve with a radius of 107.55 feet, through a central angle of 47 degrees 08 minutes 00 seconds, for an arc distance of 88.47 feet to the POINT OF BEGINNING; containing 1.51 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement along the proposed right of way of Ansel Ferrel Road.

Homeowners Association Parcel at
Grenville Road and Ansel Ferrel Road South of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 444.95 feet, thence North 80 degrees 32 minutes 28 seconds East 57.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 80 degrees 32 minutes 28 seconds East 260.12 feet to the Westerly right of way of Grenville Road (60 foot county roadway recorded in Official Records Book 1307, Page 2320 of the Public Records of Leon County, Florida), thence North 00 degrees 32 minutes 22 seconds East along said right of way a distance of 26.00 feet to a point of curve to the right, thence along said right of way curve with a radius of 450.77 feet, through a central angle of 08 degrees 21 minutes 07 seconds, for an arc distance of 65.71 feet to a point of reverse curve, thence leaving said right of way boundary of Grenville Road run along said reverse curve with a radius of 30.00 feet, through a central angle of 29 degrees 18 minutes 18 seconds, for an arc distance of 15.34 feet, thence leaving said curve run South 60 degrees 12 minutes 17 seconds West 300.41 feet to the POINT OF BEGINNING; containing 0.31 acre, more or less.

The foregoing described property being subject to a 10 foot utility easement along the right of way of Grenville Road.

COMPOSITE EXHIBIT "B"

Page One of Three Pages

BAKER PLACE

OR1520PT0210

Homeowners Association Parcel at Grenville Road
and Ansel Ferrel Road North of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 421.93 feet, thence North 60 degrees 12 minutes 17 seconds East 328.83 feet to the Westerly right of way of a proposed 60 foot roadway to be known as Ansel Ferrel Road, said point lying on a curve concave to the Northeasterly, thence from a tangent bearing of North 54 degrees 49 minutes 12 seconds West run Northwesterly along said proposed right of way curve with a radius of 248.00 feet, through a central angle of 12 degrees 04 minutes 07 seconds, for an arc distance of 52.24 feet to a point of compound curve, thence along said proposed compound right of way curve with a radius of 509.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 53.08 feet to a point of reverse curve, thence along said proposed reverse right of way curve with a radius of 449.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 46.83 feet, thence North 42 degrees 45 minutes 05 seconds West 153.72 feet to a point of curve to the left, thence along said proposed right of way curve with a radius of 107.55 feet, through a central angle of 47 degrees 08 minutes 00 seconds, for an arc distance of 88.47 feet to the POINT OF BEGINNING; containing 1.51 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement along the proposed right of way of Ansel Ferrel Road.

Homeowners Association Parcel at
Grenville Road and Ansel Ferrel Road South of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 444.95 feet, thence North 80 degrees 32 minutes 28 seconds East 57.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 80 degrees 32 minutes 28 seconds East 260.12 feet to the Westerly right of way of Grenville Road (60 foot county roadway recorded in Official Records Book 1307, Page 2320 of the Public Records of Leon County, Florida), thence North 00 degrees 32 minutes 22 seconds East along said right of way a distance of 26.00 feet to a point of curve to the right, thence along said right of way curve with a radius of 450.77 feet, through a central angle of 08 degrees 21 minutes 07 seconds, for an arc distance of 65.71 feet to a point of reverse curve, thence leaving said right of way boundary of Grenville Road run along said reverse curve with a radius of 30.00 feet, through a central angle of 29 degrees 18 minutes 18 seconds, for an arc distance of 15.34 feet, thence leaving said curve run South 60 degrees 12 minutes 17 seconds West 300.41 feet to the POINT OF BEGINNING; containing 0.31 acre, more or less.

The foregoing described property being subject to a 10 foot utility easement along the right of way of Grenville Road.

BAKER PLACE

DR1520PC0211

Homeowners Association Parcel on
Fisher Lake (Designated as "Park" on Recorded Plat)

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run North 89 degrees 53 minutes 05 seconds West along the South boundary of Section 13, Township 2 North, Range 1 East, Leon County, Florida, a distance of 1351.72 feet, thence North 00 degrees 06 minutes 14 seconds West 1072.70 feet, thence South 86 degrees 46 minutes 50 seconds East 404.48 feet, thence South 72 degrees 03 minutes 21 seconds East 365.08 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 72 degrees 03 minutes 21 seconds East 333.70 feet, thence North 83 degrees 10 minutes 42 seconds East 154.51 feet to the Westerly right of way of a proposed 60 foot radius cul-de-sac to be known as Hardy Croom Court, said point lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 06 degrees 49 minutes 18 seconds East run Southeasterly, Easterly and Northeasterly along said proposed right of way curve with a radius of 60.00 feet, through a central angle of 114 degrees 12 minutes 10 seconds, for an arc distance of 119.59 feet, thence leaving said proposed right of way and said curve run South 61 degrees 01 minute 28 seconds East 249.53 feet, thence South 17 degrees 48 minutes 04 seconds West 321.86 feet, thence North 70 degrees 14 minutes 31 seconds West 815.80 feet, thence North 16 degrees 53 minutes 46 seconds East 290.44 feet, thence North 40 degrees 56 minutes 48 seconds East 3.17 feet to the POINT OF BEGINNING; containing 6.09 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement adjacent to the right of way of Hardy Croom Court.

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT

FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, PLS
LARRY E. DAVIS, PLS
LEE F. DOWLING, PLS
RUFUS L. DICKEY, PLS
DAVID J. BARTLETT, PLS
TONIE R. GREEN, PLS



OR1520PC0212

WALTER A. JOHNSON, PE, PLS
NEVINS C. SMITH, PE
KATHLEEN R. SHIRAH, PE, PLS
THERESA B. HEIKER, PE
CLIFFORD M. LAMB, EI

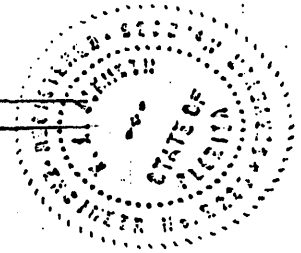
September 30, 1991

BAKER PLACE

Maintenance Agreement

The reasonably expected total annual maintenance and replacement cost of common areas as described in attachment, based upon life expectancy of facilities as designed, is \$1000.00.

W. A. JOHNSON, P.E.
Fla. Reg. No. 9295



BPD #62-024

COMPOSITE EXHIBIT "C"

STREET ADDRESS: 2414 MAHAN DRIVE (EASTWOOD OFFICE PLAZA)
MAILING ADDRESS: POST OFFICE BOX 12367 • TALLAHASSEE, FLORIDA 32317 • (904) 878-4195
TELE FAX: (904) 878-2058

BAKER PLACE

OR1520PC0213

Homeowners Association Parcel at Grenville Road
and Ansel Ferrel Road North of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 421.93 feet, thence North 60 degrees 12 minutes 17 seconds East 328.83 feet to the Westerly right of way of a proposed 60 foot roadway to be known as Ansel Ferrel Road, said point lying on a curve concave to the Northeasterly, thence from a tangent bearing of North 54 degrees 49 minutes 12 seconds West run Northwesterly along said proposed right of way curve with a radius of 248.00 feet, through a central angle of 12 degrees 04 minutes 07 seconds, for an arc distance of 52.24 feet to a point of compound curve, thence along said proposed compound right of way curve with a radius of 509.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 53.08 feet to a point of reverse curve, thence along said proposed reverse right of way curve with a radius of 449.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 46.83 feet, thence North 42 degrees 45 minutes 05 seconds West 153.72 feet to a point of curve to the left, thence along said proposed right of way curve with a radius of 107.55 feet, through a central angle of 47 degrees 08 minutes 00 seconds, for an arc distance of 88.47 feet to the POINT OF BEGINNING; containing 1.51 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement along the proposed right of way of Ansel Ferrel Road.

Homeowners Association Parcel at
Grenville Road and Ansel Ferrel Road South of Drainage Easement

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 444.95 feet, thence North 80 degrees 32 minutes 28 seconds East 57.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 80 degrees 32 minutes 28 seconds East 260.12 feet to the Westerly right of way of Grenville Road (60 foot county roadway recorded in Official Records Book 1307, Page 2320 of the Public Records of Leon County, Florida), thence North 00 degrees 32 minutes 22 seconds East along said right of way a distance of 26.00 feet to a point of curve to the right, thence along said right of way curve with a radius of 450.77 feet, through a central angle of 08 degrees 21 minutes 07 seconds, for an arc distance of 65.71 feet to a point of reverse curve, thence leaving said right of way boundary of Grenville Road run along said reverse curve with a radius of 30.00 feet, through a central angle of 29 degrees 18 minutes 18 seconds, for an arc distance of 15.34 feet, thence leaving said curve run South 60 degrees 12 minutes 17 seconds West 300.41 feet to the POINT OF BEGINNING; containing 0.31 acre, more or less.

The foregoing described property being subject to a 10 foot utility easement along the right of way of Grenville Road.

BAKER PLACE

DR 1520PC0214

**Homeowners Association Parcel at Grenville Road
and Ansel Ferrel Road North of Drainage Easement**

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 421.93 feet, thence North 60 degrees 12 minutes 17 seconds East 328.83 feet to the Westerly right of way of a proposed 60 foot roadway to be known as Ansel Ferrel Road, said point lying on a curve concave to the Northeastly, thence from a tangent bearing of North 54 degrees 49 minutes 12 seconds West run Northwestly along said proposed right of way curve with a radius of 248.00 feet, through a central angle of 12 degrees 04 minutes 07 seconds, for an arc distance of 52.24 feet to a point of compound curve, thence along said proposed compound right of way curve with a radius of 509.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 53.08 feet to a point of reverse curve, thence along said proposed reverse right of way curve with a radius of 449.79 feet, through a central angle of 05 degrees 57 minutes 56 seconds, for an arc distance of 46.83 feet, thence North 42 degrees 45 minutes 05 seconds West 153.72 feet to a point of curve to the left, thence along said proposed right of way curve with a radius of 107.55 feet, through a central angle of 47 degrees 08 minutes 00 seconds, for an arc distance of 88.47 feet to the POINT OF BEGINNING; containing 1.51 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement along the proposed right of way of Ansel Ferrel Road.

**Homeowners Association Parcel at
Grenville Road and Ansel Ferrel Road South of Drainage Easement**

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run South 00 degrees 06 minutes 58 seconds East 444.95 feet, thence North 80 degrees 32 minutes 28 seconds East 57.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 80 degrees 32 minutes 28 seconds East 260.12 feet to the Westerly right of way of Grenville Road (60 foot county roadway recorded in Official Records Book 1307, Page 2320 of the Public Records of Leon County, Florida), thence North 00 degrees 32 minutes 22 seconds East along said right of way a distance of 26.00 feet to a point of curve to the right, thence along said right of way curve with a radius of 450.77 feet, through a central angle of 08 degrees 21 minutes 07 seconds, for an arc distance of 65.71 feet to a point of reverse curve, thence leaving said right of way boundary of Grenville Road run along said reverse curve with a radius of 30.00 feet, through a central angle of 29 degrees 18 minutes 18 seconds, for an arc distance of 15.34 feet, thence leaving said curve run South 60 degrees 12 minutes 17 seconds West 300.41 feet to the POINT OF BEGINNING; containing 0.31 acre, more or less.

The foregoing described property being subject to a 10 foot utility easement along the right of way of Grenville Road.

BAKER PLACE

DR1520PC0215

Homeowners Association Parcel on
Fisher Lake (Designated as "Park" on Recorded Plat)

Commence at a concrete monument marking the Southwest corner of Section 18 (also the Northwest corner of Section 19) (proven), Township 2 North, Range 2 East, Leon County, Florida, and run North 89 degrees 53 minutes 05 seconds West along the South boundary of Section 13, Township 2 North, Range 1 East, Leon County, Florida, a distance of 1351.72 feet, thence North 00 degrees 06 minutes 14 seconds West 1072.70 feet, thence South 86 degrees 46 minutes 50 seconds East 404.48 feet, thence South 72 degrees 03 minutes 21 seconds East 365.08 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 72 degrees 03 minutes 21 seconds East 333.70 feet, thence North 83 degrees 10 minutes 42 seconds East 154.51 feet to the Westerly right of way of a proposed 60 foot radius cul-de-sac to be known as Hardy Croom Court, said point lying on a curve concave to the Northeasterly, thence from a tangent bearing of South 06 degrees 49 minutes 18 seconds East run Southeasterly, Easterly and Northeasterly along said proposed right of way curve with a radius of 60.00 feet, through a central angle of 114 degrees 12 minutes 10 seconds, for an arc distance of 119.59 feet, thence leaving said proposed right of way and said curve run South 61 degrees 01 minute 28 seconds East 249.53 feet, thence South 17 degrees 48 minutes 04 seconds West 321.86 feet, thence North 70 degrees 14 minutes 31 seconds East 815.80 feet, thence North 16 degrees 53 minutes 46 seconds East 290.44 feet, thence North 40 degrees 56 minutes 48 seconds East 3.17 feet to the POINT OF BEGINNING; containing 6.09 acres, more or less.

The foregoing described property being subject to a 10 foot utility easement adjacent to the right of way of Hardy Croom Court.

OR1525PC1317

1099163
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
NOV 7 11 42 AM '91
PAUL W. ANTISFIELD
CLERK OF CIRCUIT COURT

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE BAKER PLACE, a recorded subdivision
in Leon County, Florida

WHEREAS, certain typographical errors have occurred within the Declaration of Covenants, Conditions and Restrictions of The Baker Place, a recorded subdivision in Leon County, Florida, recorded in Official Records Book 1520, at Page 190, et seq., of the Public Records of Leon County, Florida, and

WHEREAS, it is the desire of the Declarant to correct such typographical errors by amending such Declaration of Covenants, Conditions and Restrictions of The Baker Place.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

1. The initial paragraph on Page 1 shall be amended to read as follows:

THIS DECLARATION, is made and executed this 2nd day of October, 1991, by CENTERVILLE PARTNERS, L. P., a Delaware limited partnership authorized to transact business within the State of Florida, hereinafter referred to as "Declarant".

2. Section 6 of ARTICLE I on Page 2 shall be amended to read as follows:

Section 6. "Plat of The Baker Place" shall mean and refer to the plat of The Baker Place recorded in the Public Records of Leon County, Florida.

3. ARTICLE VI on Pages 9, 10 and 11, shall be amended to read as follows:

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the

PREPARED BY: Marion D. Lamb, Jr.
1972 Raymond Diehl Road
Tallahassee, FL 32308

OR1525PC1318

Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Declarant or the Board of Directors of the Association as provided herein (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be Anthony K. Baker, Lynda I. Johnson and Marion D. Lamb, III, who shall serve until all Lots are sold and transferred by the Declarant. In the event any of the initial members resign or become unable or unwilling to serve prior to the sale, conveyance and improvement to all Lots, the Declarant shall have the right to appoint the replacement to the Architectural Committee. Thereafter, all successors shall be appointed and serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary or State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
- (5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the

OR1525PC1319

Lots is to maintain the value of all Lots and to protect all Lot Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color or composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

4. ARTICLE XVIII on Page 15 shall be amended to read as follows:

**ARTICLE XVIII
DOCKS AND WHARFS**

No docks, wharfs, or other structures shall be constructed over the waters of any lake or water body except the owner of each single family residential lot fronting any lake may in the discretion of the Architectural Control Committee be allowed to construct not more than one (1) dock no more than eight (8) feet in width and twenty-five (25) feet in length, and no structure shall extend more than two (2) feet above normal high water exclusive of hand rails. No sheds or other structures shall be permitted within the properties other than in the common area owned by the homeowners association with the approval of the Architectural Control Committee.

OR1525PC1320

5. Section 4 of ARTICLE XXII on Page 17 shall be amended as follows:

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended subject to the provisions set forth in subsection (5) and (6) of this Article by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

6. Section 6 of ARTICLE XXII on Page 17 shall be amended as follows:

Section 6. FHA/VA Approval. As long as there is a Class B Membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein as caused this Amended Declaration to be executed the ___ day of November, 1991.

WITNESSES:

Michael J. D'Angelo

Joseph Zandler

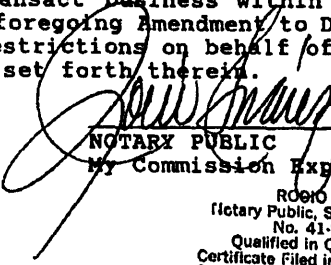
CENTERVILLE PARTNERS, L. P.
A Delaware Limited Partnership
authorized to transact
business within the State of
Florida

BY: Geo F Baker III
GEORGE F. BAKER, III
As its General Partner

OR1525PC1321

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this ___ day of November, 1991, by George F. Baker, III, as General partner of Centerville Partners, L.P., a Delaware Limited Partnership authorized to transact business within the State of Florida, and he executed the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions on behalf of said limited partnership for the purposes set forth therein.



NOTARY PUBLIC
My Commission Expires:

ROGIO SUAREZ
Notary Public, State of New York
No. 41-9234577
Qualified in Queens County
Certificate Filed in New York County
Commission Expires 10-31-92

