

THIS DOCUMENT PREPARED BY:  
BYRON BLOCK, ATTORNEY  
318 N. CALHOUN ST.  
TALLAHASSEE, FL 32301

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BENJAMIN'S RUN

OR1533PC2373

RECORDED IN THE PUBLIC  
RECORDS SECTION CO. FLA.  
DEC 27 10 05 AM '91  
FAYETTEVILLE  
CLERK OF DISTRICT COURT

1107123

THIS DECLARATION is made and executed this 17th  
day of December, 1991, by BYRON BLOCK as Managing Trustee  
under Deed and Conveyance in Trust recorded in Deed Book 260,  
Page 535, Public Records of Leon County, Florida and as per  
Agreement to Further Amend Trust and Naming Managing Trustee  
dated Oct. 30, 1991 and recorded in Official Records  
Volume 1528 at Page 1743, Public Records of Leon County,  
Florida, the said Trustee's address being 318 North Calhoun  
Street, Tallahassee, Florida 32301, Tallahassee, Florida 32308,  
hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant, together with EVELYN R. BLOCK and MARCIA  
DEEB as Trustees, are the legal owners of certain property in  
Leon County, Florida, and more particularly described in "Exhibit  
A" attached hereto and by reference made a part hereof, and

WHEREAS, the Trustees have entered into a partnership  
agreement with CONNER & CONNER, a Florida general partnership, to  
develop said parcel of real estate into single family residential  
lots in a subdivision known as "BENJAMIN'S RUN", said partnership  
being known as "BENJAMIN'S RUN PARTNERS" (hereinafter referred to  
as "Developer"), and

WHEREAS, the Trustees have designated the Declarant as  
Managing Trustee.

NOW THEREFORE, Declarant hereby declares that all of the  
property described in "Exhibit A" attached hereto shall be held,  
sold and conveyed subject to the following easements,  
restrictions, covenants and conditions, which are for the purpose  
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

OR 1533PC2374

Section 1. "Declaration" shall mean and refer to this Declaration of Covenants, conditions and Restrictions for Benjamin's Run as amended from time to time.

Section 2. "Association" shall mean and refer to Benjamin's Run Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. With respect to the Declarant, all lots owned by Declarant solely for the purposes of this Declaration shall be deemed owned by its nominee, the Developer, unless written notice to the contrary revoking such nomination shall be filed by Declarant in the Public Records of Leon County, Florida. All references, rights, duties and obligations granted or imposed upon Declarant in this Declaration shall be deemed to be those of the Developer unless otherwise specially provided to the contrary in this Declaration or unless the said revocation shall be filed in the Public Records of Leon County, Florida. Notwithstanding these provisions any requirement or obligation for the conveyance of any lot or other lands owned by the Declarant within the properties shall be made by the Declarant as the legal owner of any such property.

Section 4. "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 5. "Plat of Benjamin's Run, Phase I" shall mean and refer to the plat of Benjamin's Run, a subdivision, to be recorded in the Public Records of Leon County, Florida.

Section 6. "Common Area" shall mean all real property

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and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the easements described in this Declaration and any areas depicted on the Plat of Benjamin's Run as Common Areas which have not been dedicated and accepted by the local governmental authority. The Declarant shall deed any Common Areas to the Association on or before such time as Seventy Percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 7. "Lot" shall mean and refer to each lot designated on the Plat of Benjamin's Run.

Section 8. "Declarant" shall mean and refer to the Managing Trustee described hereinabove, his successors and assigns, if such successors or assigns should acquire more than one unimproved lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as the context may require.

Section 9. "Developer" shall mean and refer to Benjamin's Run Partners, a Florida general partnership.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (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 to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members 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 immediate 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 (2) 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 three (3) votes 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) upon the expiration of five (5) years from the date of the recording of this Declaration.

ARTICLE IV

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the 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; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 assessment, together with interest, costs, and reasonable attorneys' 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 recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-five and no/100 Dollars (\$75.00) per Lot.

(a) 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 twenty-five percent (25%) above the assessment for the previous year without a vote of the membership.

(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 above twenty-five percent (25%) 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.

(c) 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 authorized 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. 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 Sections 3 and 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 members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection.

Both annual and special assessments, other than assessments under Article XVIII of this Declaration, shall be fixed at a uniform rate for all lots except as is provided by Section 11 hereinafter. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. 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 the month following the conveyance of the common Area. The first annual assessment

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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 date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for 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 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, 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 9. 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 bone fide conveyance to a mortgage 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.

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Section 10.      Exempt Property.      All property dedicated to, and accepted by, a local public authority and all property 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 11.      Rights of Declarant.      Notwithstanding anything 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 any lot owned by Declarant and upon which has been constructed a dwelling unit; and provided further, that the 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 event shall first occur. 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 the 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 obligation in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect. The Declarant's obligation hereunder shall not apply to nor include new capital improvements made to common areas within the properties from and after the date of the termination of Class "B" membership.

**ARTICLE V**

**EASEMENTS**

Section 1.      Roadway, Utility and Drainage 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 ingress and egress, utility, drainage and landscape purposes as depicted on the Plat of Benjamin's Run.

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Section 2. Easement for Maintenance of Landscaping and Entrance. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive easement for the maintenance of landscaping over and across the property depicted as a landscape and entrance area on the Plat of Benjamin's Run.

Section 3. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. 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 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 Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) 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 Mark A. Conner, Byron B. Block and Albert J. Conner, Jr., who shall serve until all Lots are sold and transferred by the Declarant. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall 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 of 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. Front yards shall be sodded to the pavement edge of the street unless this requirement shall be waived in writing by the Architectural Control Committee.

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(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 Lots is to maintain the value of all Lots and to protect all 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 Lot.
- (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) 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, color and 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**

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No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other 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 and swimming pool as approved by the Architectural Committee.

**ARTICLE VIII**

**SUBDIVISION OF LOT**

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant.

**ARTICLE IX**

**DWELLING SIZE**

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,600 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 1,600 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

**ARTICLE X**

**BUILDING, DRIVEWAY AND FENCE LOCATION**

**AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than thirty (30) feet to the front Lot line; nearer than forty (40) feet to the rear Lot line; nearer than fifteen (15) feet to a side-interior Lot line or any combination of

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setbacks on each side that equals at least fifteen (15) feet, provided that no setback shall be less than five (5) feet; or nearer than twenty-five (25) feet to any side street line. For the purpose of this Article, 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 or turn-around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be located nearer to the front Lot line than the rear of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The detached single-family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement.

Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

#### **ARTICLE XI**

##### **GARAGES AND CARPORTS**

Each building shall have a functional garage attached thereto. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage.

**ARTICLE XII**

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**NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, 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 (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

**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 a manner which does not create a 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 easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal

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shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VII 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 may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

**ARTICLE XVII**

**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 and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

**ARTICLE XVIII**

**EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such

Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lots between the hours of 7:00 a.m. and 6:00 p.m.

**ARTICLE XIX**

**BOATS, TRAILERS,**

**RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

**ARTICLE XX**

**ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the

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Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XXI**

**VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, 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 XXII**

**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 shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. 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 or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

**ARTICLE XXIII**

**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. Invalidity 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 and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractor from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional.

Section 5. 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, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) 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. **OR1533PC2391**

Section 6. FHA/VA Approval. As long as 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, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

DECLARANT

*Valerie Rogers*  
1785 North Wood Dr. Ft. W. FL 32317  
*Valerie Rogers*  
Valerie Rogers

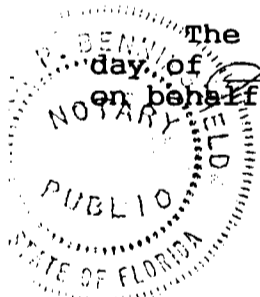
*Byron Block* (Seal)  
BYRON BLOCK, Managing Trustee

Accepted and agreed upon the day and year first above written.

BENJAMIN'S RUN PARTNERS

*Valerie Rogers*  
3611 Sedona Loop  
Fall. Hs 55308  
*Donna P. Benningfield*  
Donna P. Benningfield  
STATE OF FLORIDA  
COUNTY OF LEON

By: *Mark A. Conner*  
MARK A. CONNER, Managing  
General Partner of Conner &  
Conner, the Managing General  
Partner of Benjamin's Run  
Partners



The foregoing instrument was acknowledged before me this 9th day of December, 1991, by Byron Block as Managing Trustee on behalf of the Trust.

*Donna P. Benningfield*  
Notary Public State of Florida

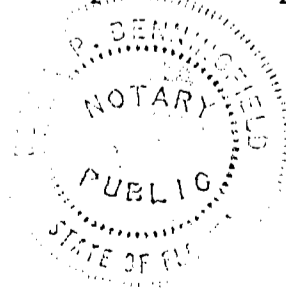
My commission Expires:  
DONNA P. BENNINGFIELD  
Notary Public, State of Florida  
My Commission Expires Aug. 1, 1993 8-1-93  
Bonded thru Troy Fain Insurance Inc.

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of December, 1991, by Mark A. Conner as Managing General Partner of Conner & Conner, General Partner of Benjamin's Run Partners, a Florida general partnership, on behalf of said partnership.

*Donna P. Benningfield*  
Notary Public State of Florida

My Commission Expires:  
DONNA P. BENNINGFIELD  
Notary Public, State of Florida  
My Commission Expires Aug. 1, 1993  
Bonded thru Troy Fain Insurance Inc.



8-1-93

OR 1607PG0439

1175179

RECORDED IN THE PUBLIC

DEC 19 4 20 PM '92

FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR BENJAMIN'S RUN

CLERK OF CIRCUIT COURT

This First Amendment to Declaration of Covenants and Restrictions made this 20th day of August, 1992, by Byron Block as Managing Trustee under Deed and Conveyance in Trust recorded in Deed Book 260, Page 535, Public Records of Leon County, Florida and as per Agreement to Further Amend Trust and Naming Managing Trustee dated October 30, 1991 and recorded in Official Records Volume 1528 at Page 1743, Public Records of Leon County, Florida, the said Trustee's address being 1415 E. Piedmont Drive, Suite 3, Tallahassee, Florida 32312, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant did on December 17, 1991, execute the Declaration of Covenants and Restrictions for Benjamin's Run (Declaration), which Declaration was recorded on December 27, 1991 in Official Records Book 1533, Page 2373 of the Public Records of Leon County, Florida, and

WHEREAS, Declarant has found it necessary to amend the Declaration.

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. ARTICLE X, is amended in its entirety to read as follows:

ARTICLE X.

BUILDING, DRIVEWAY AND FENCE LOCATION

AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than thirty (30) feet to the front Lot line; nearer than forty (40) feet to the rear Lot line; nearer than ten (10) feet to a side Lot line or nearer than twenty-five (25) feet to any side street line. For the purpose of this Article, 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 or turn-around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be located nearer to the front Lot line than the rear of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The detached single-family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

This Instrument Prepared by: Mark A. Conner  
3372 Capital Circle N.E.  
Tallahassee, FL 32308

IN WITNESS WHEREOF, this instrument has been executed by Declarant the day and year first above written.

WITNESSES:

DECLARANT:

x Diana N. Honey  
Diana N. Honey  
Donna Benningfield  
Donna Benningfield

Byron Block  
BYRON BLOCK, Managing Trustee

Accepted and agreed upon the day and year first above written.

BENJAMIN'S RUN PARTNERS

Anne F. Dechman  
Anne F. Dechman

By: [Signature]  
MARK A. CONNER, Managing General Partner  
of Conner & Conner, the Managing General  
Partner of Benjamin's Run Partners

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this October 1, 1992 by Byron Block as Managing Trustee on behalf of the Trust, who is personally known to me and who did (did not) take an oath.

[Signature]  
NOTARY PUBLIC Donna Benningfield

My Commission Expires:  
DONNA BENNINGFIELD  
Notary Public, State of Florida  
My commission Expires Aug. 1, 1993  
NO. AA694959

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this October 1, 1992 by Mark A. Conner as Managing General Partner of Conner & Conner, General Partner of Benjamin's Run Partners, a Florida general partnership, on behalf of said partnership, who is personally known to me and who did (did not) take an oath.

Anne F. Dechman  
NOTARY PUBLIC ANNE F. DECHMAN

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: APRIL 6, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

