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AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION
OF
RESTRICTIVE COVENANTS
OF
CENTERVILLE TOWNHOUSES
AT
TALLAHASSEE, FLORIDA

THIS DECLARATION OF RESTRICTIVE COVENANTS, Made this 10th day of December, 1975, by LEE A. EVERHART and MARGARET R. EVERHART, his wife, hereinafter referred to as "Declarant", for itself, its successors, grantees and assigns.

WITNESSETH THAT:

1. Lands. The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. Improvements. Declarant has improved the hereinabove described real property by constructing thereon certain buildings and other improvements. The Declarant further intends to impose upon such property mutually beneficial restrictions under a general plan for the benefit of all parcels of real property and subsequent purchasers thereof. The lands have been divided into fifty-three (53) parcels, each parcel having thereon a townhouse. All common areas as hereinafter defined will be owned by the hereinafter named Homeowners' Association. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A".
3. Name and Address. The name by which the property shall be known and identified is CENTERVILLE TOWNHOUSES, and its address is 1625 Centerville Road, Tallahassee, Florida.
4. Submission of Property to the Restrictive Covenants. Declarant does hereby impress and impose upon the Property the restrictive covenants, obligations, covenants, and conditions set forth and provided for herein, and they shall be binding upon Declarant, and their successors and assigns. All reservations, easements, and cross-easements set forth herein shall, when any

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deed hereafter executed shall refer to and incorporate these Restrictive Covenants, be deemed to have been granted, excepted or reserved, as the case may be, and shall be binding upon any grantee or grantor, or their assigns as if set forth therein in full.

5. Definitions. The terms used herein and in the By-Laws (a copy of which By-Laws are attached hereto marked Exhibit "B" and by reference made a part hereof) shall have meanings as follows:

(a) "Townhouses" (sometimes hereinafter called "house") mean the parcels of real property, and the improvements thereon, as identified on Exhibit "D" as A₁ - A₅₃.

(b) "Homeowner" means the owner of a townhouse.

(c) "Association" means Centerville Homeowners' Association, Inc., a non-profit Florida corporation, and its successors, which association shall own in fee simple all common areas and shall be the entity responsible for the operation and management of the common areas and have such other rights, duties, and obligations as are set forth in these Restrictive Covenants.

(d) "By-Laws" shall mean such By-Laws as are established by the Association from time to time.

(e) "Common Areas" means the portions of the lands held and owned by the Association.

(f) "Common Expenses" means the expenses for which the homeowners are liable to the Association.

(g) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

(h) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

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(i) The "Property" means and includes the land described in Exhibit "A", whether or not contiguous, and all improvements thereon and hereinafter constructed thereon together with all easements and rights appurtenant thereto intended for use in connection with the Property, and necessary to effectuate the purpose and intent of Declarant set forth in these Restrictive Covenants.

6. Description of Improvements and Plot Plan. There is attached hereto a graphic description of the improvements and a plot plan thereof setting forth and identifying the common elements and each house and their relative locations and approximate dimensions and the portions of each Townhouse which are specifically subject to cross-easements with all other townhouses for pedestrian walkways, ingress and egress, rights of way, parking areas and other similar uses. Said attachments are marked Exhibit "C" and are by reference made a part hereof.

7. Houses and Boundaries Thereof. Each house shall consist of and contain that portion of each house bounded by the following:

(a) The upper boundary shall be the exterior surface of the roof.

(b) The vertical boundaries of the house shall be the perimeter walls subject to the following:

(i) With regard to exterior walls, the exterior surface of said walls shall be a boundary except where there is attached to the building any improvements serving only such house in which event the boundary shall be such as will include such improvements, and

(ii) With regard to common interior walls, the centerline of said walls shall be a boundary.

(c) Each townhouse shall include a parcel of real property approximately 19 feet wide by 120 feet long as shown on the plot plan attached hereto as Exhibit "D". Said individual parcels of real property on which are located townhouses are shown on Exhibit "D" as A₁ - A₅₃. Any conveyance of a townhouse by unit number or other similar designation as shown on the attached plat (Exhibit

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"D") shall be deemed to include a conveyance of both the townhouse and the land relating thereto as described and contemplated by this paragraph. The deed to each townhouse hereafter conveyed may refer to these Restrictive Covenants as recorded and to the appropriate units identified in Exhibit "D" (e.g., A1, A2, A3) and said reference shall constitute said description of real property and the townhouse as if fully set forth in said deed.

(d) The following, although located within a house, are not deemed a part of the house: Bearing walls, columns, and wiring and other utility installation serving more than one house.

Notwithstanding the individual ownership of the exterior wall surfaces and roof, the Association shall have the sole right and sole responsibility for the maintenance and repair thereof except as may be otherwise specifically hereinafter provided.

8. Common Areas. All portions of the Property not included or encompassed within the townhouses as defined in paragraph 7 shall be common areas (and shall be owned by the Homeowners' Association) and shall include but not necessarily be limited to all land not specifically included in the description of a Townhouse, the airspace above all structures, all bearing walls, all bearing columns, all buildings and improvements not included in houses, parking spaces, streets, trees, landscaping and recreational facilities except as may be otherwise specifically provided herein.

9. Cross-Easements. Declarant hereby specifically reserves, excepts, imposes and creates certain cross-easements which shall not in any manner be construed to be in limitation of those easements defined and set forth in paragraph 26 infra, and said cross-easements hereby defined are declared to be easements and covenants running with the land in relation to the townhouses herein defined and in relation to the common areas and lands owned by the Homeowners' Association. On the plot plan mentioned in paragraph 6 above, and attached hereto as Exhibit "C", there is defined and set forth certain areas of the real property described in Exhibit "A" which is shown on said plot plan as a

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cross-hatched area and identified thereon as areas constituting parts of the real property which shall be subject to cross-easements for parking, pedestrian walkways, ingress and egress and other similar uses, whether said lands are or shall be owned by Declarant, individual townhouse owners, the Association, or any other person. As to said cross-hatched areas shown on said Exhibit "C", there is hereby reserved, created and imposed upon said areas, cross-easements for the use and benefit of the Association and all individual homeowners for the purposes as set forth and shown on said plot plan. The specific use of said cross-easements for ingress, egress, parking, pedestrian traffic and other such similar uses may be reasonably regulated by the Association in its rules and regulations, but said cross-easements may not be terminated except in the manner as set forth herein for the termination of these Restrictive Covenants. It is the intent of Declarant that all of the Property (as described in Exhibit "A") shall be subject to the cross-easements hereby imposed, excepting only that portion of any Townhouse enclosed as defined by paragraphs 7(a) and (b) above (the interior) and only that portion of the lot mentioned in paragraph 7(c) which is within and enclosed by the patio fence as located on said parcel or parcels as of the date of recording of these Restrictive Covenants.

10. Subdivision. No house may be divided or subdivided into smaller dwelling unit or units.

11. Ownership and Management of Common Areas. The fee simple ownership and management of the common areas and of the management and operation of the Property shall be vested in Centerville Homeowner's Association, Inc., a non-profit corporation organized and existing under the Laws of the State of Florida, or to be organized at or about the time of execution of this Declaration of Restrictive Covenants. The Declarant and all

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homeowners covenant and agree that the Association shall perform its duties in compliance with the following provisions:

- (a) Each homeowner shall automatically, upon becoming the owner of a house, be a member of the Association and shall retain such membership until such time as his ownership ceases for any reason at which time his membership in the Association shall automatically terminate.
- (b) The Articles of Incorporation of said Association shall be in substantially the form attached hereto marked Exhibit "E" and by reference made a part hereof.
- (c) The By-Laws of the Association shall be in substantially the same form as is contained in the By-Laws attached hereto marked Exhibit "B" and by reference made a part hereof.
- (d) Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the sale or encumbrance of the house to which it is appurtenant and then only to the purchaser or mortgagee of such house. Any attempt to make a prohibited transfer is void. In the event any homeowner should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and shall issue a new certificate to the purchaser of said house and thereupon the old certificate outstanding in the name of the seller shall be null and void and of no further force or effect.

12. Assessments and Liens. The Declarant, for each house owned within the project, hereby covenants and agrees and each homeowner, by the acceptance of a Deed for a house located within the Property, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the Association:

- (a) Annual assessments or charges as herein set forth and as established by the Association; and
- (b) Special Assessments for capital improvements which assessments are to be established and collected as hereinafter provided.

The annual and special assessments together with interest, cost and reasonable attorney's fees required to collect the same, if any, shall be a lien against the house or houses owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such house or houses. Assessments shall be made pursuant to the

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By-Laws of the Association. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his house. Notwithstanding any provision to the contrary contained herein, the obligation of the Declarant to pay any assessments of any nature under the terms of this Declaration of Restrictive Covenants with regard to any house owned and held for sale by Declarant shall not commence until one hundred twenty (120) days after the first townhouse is sold and transferred to third party.

13. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association and in particular, for the improvement and maintenance in a first class condition and in a good state of repair of the common areas and elements of the Property, and such other areas and elements which are maintained by the Association, whether or not owned by the Association or by a homeowner; provided, however, that if services are made available to owners from a revenue producing operation such as but not limited to the operation of a restaurant, club lounge, or bar, no assessment on account of such services shall be made against a bank, life insurance company, or savings and loan association that acquires its title as a result of owning a first mortgage upon a house and this shall be so whether the title is acquired by Deed from the mortgagor in lieu of foreclosure or through foreclosure proceedings but this shall not preclude such an assessment against an occupant of a house owned by such an institution for services voluntarily accepted by the occupant. Shares of any cost or loss not so assessed shall be assessed to the other homeowners in the shares that their respective shares in the Association elements bear to each other.

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14. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held in trust for the homeowners in accordance with their respective interests therein.

15. Maximum Annual Assessments. Until January of the year immediately following the conveyance of the first house to a homeowner, the maximum annual assessment shall be \$35.00 per month per home. From and after January 1, of the year immediately following the conveyance of the first house to a homeowner, the maximum annual assessment may be increased each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership in accordance with the By-Laws of the Association. From and after January 1, of the year immediately following the conveyance of the first house to a homeowner, the maximum annual assessment may be increased by more than five percent (5%) by the vote or written assent of fifty-one percent (51%) of the votes entitled to be cast. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment then permitted.

16. Special Assessments. 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, re-construction, repair, or replacement of the common elements or areas, including fixtures and personal property related thereto or for the exercise of the powers granted in paragraph 21; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association.

17. Rate of Assessments. All assessments, both annual and special, shall be divided equally among all members of the Association unless otherwise expressly provided herein. Assess-

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ments may be collected on a monthly basis.

18. Collection of Assessments. All assessments shall be due on the first day of each calendar month. Assessments and installments thereon paid on or before ten (10) days after due date shall bear no interest. All such sums not paid within said period of time shall bear interest at the maximum rate permitted by law. Such interest shall run from ten (10) days after said sum or sums are due until the date of payment. Any partial payments shall be credited first to interest and then to the assessment. No set-offs shall be allowed to any homeowner for repairs or improvements, or services contracted for by any homeowner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the homeowner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessment and interest or in connection with the enforcement of the lien resulting therefrom. In connection with any foreclosure of such lien or assessments and interest, the Association shall be entitled to the appointment of a receiver during said foreclosure proceedings and during any foreclosure of a lien or assessments and interest, the homeowner shall be required to pay a reasonable rental for the use of the house during the period that he occupies the same.

19. Service Charge on Delinquent Assessments. In order to defray the cost of additional bookkeeping, billing, and related expenses, all assessments not paid within ten (10) days after the due date shall bear a service charge of \$5.00 per month from the due date thereof.

20. Effective Transfer of Title on Assessments. The sale or transfer of any house shall not affect the assessment lien; provided, however, the sale or transfer of any house pursuant to mortgage foreclosure or any proceedings in lieu thereof shall

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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 house from liability for any assessment thereafter becoming due or from the lien thereof. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the homeowners. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor to the Association and such grantee shall not be liable for nor shall the house conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount of the statement; provided, further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

21. Bidding at Foreclosure Sale. The Association shall have the power to bid in any house at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

22. Architectural Control Committee. The Board of Directors of the Association shall appoint an Architectural Control Committee and until such time as said committee is appointed, the Board of Directors shall serve as such committee. No homeowner shall erect or maintain any building, fence, wall, or other structure or shall any homeowner commence or make any exterior addition to or change or alteration in the shape, color, or appearance of the exterior of existing improvements until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location, and all other details

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of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, harmony and external design and color, and the location in relation to surrounding structures and topography. Such approval may be withheld for any reason. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Declarant shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members until three (3) years from the date of recording of this Declaration or until all of the houses have been conveyed by Declarant, whichever first occurs.

23. Additional Duties and Powers of Association. In addition to the duties and powers of the Association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and By-Laws of the Association, the Association shall:

- (a) Own in fee simple, maintain, and otherwise own and manage all of the common elements and areas and all facilities, improvements, and landscaping thereof together with all property that may be acquired by the Association.
- (b) Maintain the exterior of the houses in the manner and subject to the limitations set forth in this Declaration.
- (c) Have the authority to obtain (but shall not be required to do so) for the benefit of all the houses, all the water, gas, cable television, and electric service and garbage collection.
- (d) Grant easements where necessary for utilities, cable television, and sewer facilities over the common elements and areas to serve the common and open space areas and the houses.
- (e) Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in protecting the interest of the Association and its members.

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(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

24. Exterior Maintenance of Houses and Other Areas. The Association shall, notwithstanding anything to the contrary contained in this Declaration and notwithstanding the ownership of any particular parcel of land, provide exterior maintenance of each house and lot (which shall be subject to assessment) and of each patio as follows: Paint, maintain, and replace (if required because of normal wear, tear, or deterioration), roofs, gutters, down spouts, and exterior building surfaces. The Association shall also maintain all areas covered by cross-easements as set forth and defined in paragraph 9 above. The Association shall also maintain the landscaping including the trees, shrubs, and grass within the boundaries of each lot, excluding any portion which these Covenants or the rules and regulations define as being the responsibility of the homeowner. The Association may by rule and regulation set aside a portion of each lot as to each house which may be landscaped by each respective homeowner. The exterior wall of any patio shall be maintained by the Association. Such exterior maintenance shall not include: the air conditioning units of the Townhouses; glass surfaces; landscaping inside the enclosed patio area of each townhouse; repairs or replacements arising out of or caused by the willful or negligent act of the homeowner, its family, guests or invitees or caused by any of the perils covered by a standard form fire insurance policy with extended coverage endorsement thereon or caused by flood, earthquake, or other acts of God. The Association may, by rule duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Such excluded

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items shall be the responsibility of each homeowner; provided, however, that if a homeowner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Board of Directors of the Association and after not less than thirty (30) days notice to the owner, the Association shall have the right (but not the obligation) to enter the house and provide such maintenance or make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such homeowner and shall be payable to the Association by such homeowner under the same terms and conditions as any other assessment. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the homeowner to enter any house or upon any portion of the limited common elements.

25. Use of Recreational Facilities. The Association shall have the right to limit the number of homeowners' guests who may use the recreational facilities and from time to time may provide and adopt regulations relating to and controlling the use of such facilities.

26. Easements. The following easements shall be deemed to be covenants running with the land with relation to townhouses, common areas and the property. These easements are not in limitation of any easement defined, imposed and created in paragraph 9 above but are supplemental thereto:

(a) Utility easements are reserved through the Property for utility services in order to properly and adequately serve all areas of the Property; provided, however, that such easements through any house shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the homeowner. Utilities as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair, and maintenance of electric, telephone, water, gas, cable television, and sanitary sewer lines and facilities, and drainage facilities.

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(b) An easement is hereby reserved and granted for pedestrian traffic over, through, and across sidewalks, paths, walkways, and lanes as the same may exist from time to time upon, on or over the common areas and those areas described in paragraph 9. Said easements are hereby reserved and granted to the homeowners, their guests and invitees for vehicular and pedestrian traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements are specifically imposed on all areas of the property used as set forth above, including but not limited to the areas and parcels of property, defined, described and set forth in paragraph 9 above.

(c) If any house shall encroach upon any common element or area, or other house by reason of original construction, then an easement appurtenant to such encroaching house, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any original construction or uses of any common elements or area encroaches upon any house, then an easement appurtenant to such common element or area to the extent of such encroachment shall exist so long as such encroachment shall exist. As used herein the term "Original Construction" shall also be deemed to include any settlement, moving or shifting of such construction subsequent to the completion of construction.

(d) Whenever sanitary sewer, water, electricity, gas, cable television, telephone lines or connections are installed within the Property, which connections or lines or any portions thereof lie in or upon homes owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefor to enter upon such house or houses or to have the utility companies enter upon the houses in the Properties in or upon which said connections or lines or any portions thereof lie or are located, to repair, replace and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, gas, cable television or telephone lines or connections are installed within the Property, which connection or lines serve more than one (1) house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house.

(e) The Declarant, its successors and assigns, hereby reserve and there is hereby granted to Declarant, its successors and assigns, an Easement for ingress and egress and for sewer, water, electricity, gas, telephone, cable television and similar facilities over, across, under, in and to all areas for the furnishing of such benefits and services to those lands described in Exhibit "A" attached hereto. Said Easement shall also include the right to use such roadways as are located upon the property.

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27. Land Use and Building Type. No house shall be occupied or used except for residential purposes by the homeowners, their tenants and social guests except that Declarant, its successors or assigns may use houses for model home sites and for display and sales offices during sale of the Townhouses until the last Townhouse is sold.

28. Nuisances. No noxious or offensive activities shall be carried on in, upon, or around any house or in the common elements or areas nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or any of them or which shall in any way interfere with the quiet enjoyment of each of the homeowners of his respective house or which shall in any way increase the rate of insurance for the Property.

29. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Property at any time as a residence, either temporarily or permanently.

30. Signs. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common elements or limited common elements except one (1) sign of customary and reasonable dimension advertising the house for sale or rent or except signs used by Declarant, its business successors or assigns to advertise the Property or houses during the construction and sale. No "For Sale" or "For Rent" signs shall be posted or displayed by homeowners other than Declarant until the Declarant has sold the last townhouse.

31. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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32. Radio and Television Antennas. No alteration to or modification of any radio or television antenna system, as developed by the Declarant, shall be permitted and no homeowner may be permitted to construct or use and operate his own external radio or television antenna until such time as the Declarant has sold the last townhouse and thereafter until such homeowner has obtained a written consent of the Board of Directors of the Association.

33. Right to Lease. The respective houses shall not be rented by the owners thereof for transit or hotel purposes which shall be defined as rental for any period less than ninety (90) days. Other than the foregoing obligations together with any other specific limitations set forth in this Declaration, the homeowners shall have the absolute right to lease their houses provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation of said Association and the By-Laws of the Association. Only the person or party in possession of any townhouse, whether the fee owner or his lessee, shall be entitled to the use of the recreational facilities and the common areas.

34. Insurance. All insurance policies upon the Property, other than title insurance, shall be purchased by the Association. The named insured shall be the Association individually and as agent for the homeowners without naming them individually and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to each homeowner's mortgagee. Such policy or policies shall provide that all payments by the insurer for losses shall be made to the Insurance Trustee, hereinafter designated, and all such policies and endorsements relating thereto shall be deposited with said Trustee. Nothing contained herein shall be deemed to

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prohibit or in any way prevent homeowners from obtaining, at their own expense, insurance covering their personal property and to cover their personal liability and living expense or to obtain such other insurance as may be available to them so long as the same in no way affects the coverage obtained by the Association. Such insurance as is obtained by the Association shall include the following coverages:

(a) All buildings and improvements located on the Property and all personal property located on the common areas and owned by the Association shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation cost as is determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by fire insurance and a standard extended coverage endorsement together with such other risk as are customarily insured against with respect to buildings similar to the buildings located upon the Property.

(b) Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association with cross liability endorsement to cover liabilities of the respective homeowners as a group to an individual homeowner.

(c) Such workmen's compensation insurance as is required by law.

(d) Such other insurance as the Board of Directors of the Association shall determine to be desirable.

All premiums payable for insurance policies purchased by the Association shall be paid by the Association as a common expense. The Association is hereby irrevocably appointed Agent for each homeowner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of all claims.

35. Insurance Trustee. All insurance policies purchased by the Association shall be for the use and benefit of the Association and the homeowners and their mortgagees, as their respective interest may appear, and such policy shall provide that all proceeds covering property losses shall be paid to any bank in Florida as Trustee which bank has been designated as Insurance Trustee by the

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Board of Directors of the Association. Such Trustee is referred to herein as the "Insurance Trustee". The following terms and conditions shall be applicable to the service of said Trustee:

(a) The Insurance Trustee shall not be liable for payment of premiums for the renewal or the sufficiency of policies or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the homeowners, their mortgagees and the Association as hereinafter set forth. An undivided share of such proceeds, on account of damage to common elements or areas, shall be held for the benefit of the Association as to the improvements and property owned thereby; provided, however, payment to the Association shall discharge the Trustee from any liability for proceeds relating to losses paid in reference to the common elements. Proceeds received by the Trustee, resulting from damage to houses, shall be held for the respective owners of the damaged houses in proportion to the cost of repairing the damage suffered by each house, which cost and proportionate share shall be determined by the Association. In the event a mortgage endorsement has been issued as to any particular house, the share of the owner of said house shall be held in trust for the mortgagee and the homeowner as their interest may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(i) All expenses of the Insurance Trustee shall be paid first.

(ii) If the damage for which the proceeds were paid is to be repaired or reconstructed, the remaining proceeds allocable to said damage shall be expended as provided in this Declaration. The proceeds, if any, remaining after payment of the cost of such repairs or construction shall be distributed to the beneficial owners and in the event any mortgagee has an interest in and to said remaining funds, said funds shall be paid jointly to the homeowner and mortgagee. This covenant and agreement is for the benefit of any and all parties holding mortgages on houses located on the Property.

(iii) If it is determined, in accordance with the provisions of this Declaration, that the damage for which the proceeds were paid shall not be reconstructed or repaired, the amount due to the mortgagee shall be remitted jointly to the homeowner and his mortgagee. This covenant is for the benefit of any and all persons holding mortgages upon any houses located on the Property.

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(iv) With regard to distributing funds under any provisions of this declaration, the Insurance Trustee shall be entitled to rely upon a written statement of the Association as to the names of the homeowners and the respective shares to which they are entitled and also as to whether or not the house is to be reconstructed or repaired.

36. Reconstruction or Repair after Casualty Loss. If any part of the Property shall be damaged by casualty, the following provisions shall apply:

(a) Damaged or destroyed common elements shall be repaired or replaced unless the Association is dissolved and terminated according to law or under the terms hereof.

(b) Any damage or destruction to houses and limited common elements shall be repaired or reconstructed unless these Restrictive Covenants are terminated in accordance with law or other provisions hereof. In the event the proceeds of insurance policies held by the Association are insufficient to rebuild or repair a house or houses and the owner or owners thereof do not have adequate funds to rebuild or restore said house or houses, then the Association may use funds from its account, or if necessary, from levying a special assessment on all homeowners to restore or rebuild said house or houses and the cost of restoration or rebuilding shall become a lien upon said house or houses to be paid in accordance with the terms and conditions to be set by the Association and in the event of default of said terms and conditions, said lien shall be subject to foreclosure by the Association. In the event of any such foreclosure, the Association shall be entitled to recover all legal costs including a reasonable attorney's fee.

(c) Any repair, restoration, or reconstruction must be substantially in accordance with the Plans and Specifications of the original building or as the building was last constructed or according to Plans and Specifications approved by the Board of Directors of the Association which approval shall not be unreasonably withheld.

37. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part of it. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

38. Regulations. Reasonable regulations concerning the use of Property (including common areas and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association in the

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manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request. Until changed by the Board of Directors of the Association, the initial regulations shall be those that are set forth in Exhibit "F" attached hereto and by reference made a part hereof.

39. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the Property, the Association shall not be liable to homeowners for injury or damage other than the cost of maintenance and repair as required hereunder caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third persons.

40. Estimates of Cost of Repairs and Reconstruction. Within a reasonable time after a casualty or loss to property for which the Association has ownership, and/or the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property.

41. Resale of Houses. Inasmuch as each homeowner has an interest in assuring that all houses are owned by persons who are financially responsible, LEE A. EVERHART AND COMPANY, INC., a Florida corporation with its principal place of business in Tallahassee, Leon County, Florida, is granted the exclusive right to resell all houses for a period of one (1) year from the date of sale and delivery of deed as to each Townhouse. Each homeowner acknowledges that he understands the meaning of the term "exclusive right of sale" and further acknowledges that under the same the Declarant is entitled to payment of a full real estate commission regardless of whether any sale is effected by the homeowner or any other broker.

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42. Enforcement of Obligations. Each homeowner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and Regulations adopted by the Association. Upon failure of a homeowner to so comply, the Association and other homeowners shall have the right to institute legal proceedings to require such compliance. In any such proceedings, the prevailing party shall be entitled to recover its or his legal cost including a reasonable attorneys fee. The failure of the Association or any homeowner to enforce any right, requirement, restriction, covenant, or other provisions of the hereinabove described documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

43. Amendments to Declaration. Except as otherwise specifically provided herein, this Declaration of Restrictive Covenants may be amended in accordance with the following provisions:

(a) Notice of the proposed amendment shall be given in writing to the Board of Directors and homeowners. Such notice shall be deemed complete upon the mailing of the same by ordinary mail addressed to the homeowner at their respective houses located within the Property at least seven (7) days prior to said meeting.

(b) At any meeting relating to which the above required notice has been given, a Resolution adopting said proposed amendment shall become effective upon compliance with the following:

(i) Said Resolution is approved by the owners of seventy-five percent (75%) of the houses together with approval of seventy-five percent (75%) of the membership of the Board of Directors; or

(ii) Said proposed amendment is approved by the owners of not less than eighty percent (80%) of the houses; and

(iii) A copy of said Resolution, certified to by the President and Secretary of the Association as having been duly adopted, is filed in the Public Records of Leon County, Florida.

(c) Notwithstanding any of the above provisions contained in this Paragraph numbered 43, no amendment shall be adopted which discriminates against any homeowner or group of homeowners without their express consent. No amendment shall change any boundaries of

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any house nor increase the percentage of the owner's obligation for common expenses unless the homeowner or homeowners affected thereby expressly consents to such action in writing.

(d) Until the first election of Directors, said amendments may be effectuated with regard to the required vote by affirmative vote of seventy-five percent (75%) of the Directors; provided, however, that the remaining limitations and conditions as hereinabove set forth shall be applicable to any amendment approved by said Directors.

44. Termination of Restrictive Covenants. These Restrictive Covenants may be terminated under the following terms, conditions, and procedures:

(a) These covenants, obligations, and restrictions created by this document may be terminated at any time by the approval in writing of the owners of all Townhouses within the Property and by all lien holders of record, and upon approval of the Board of Directors of the Association. All consents must be in writing and the unanimous consent of all mortgage lien holders shall be required.

(b) Termination may be proposed to the Association and the Association shall then give written notice to homeowners as hereinabove provided. If the proposed termination is approved at a meeting of the Members of the Association by the owners of not less than seventy-five percent (75%) of the interest in and to the common elements, the proposed termination shall be deemed to have been approved by the homeowners. Thereafter, the Association shall submit such proposed termination to lien holders of record and upon obtaining written approval of lien holders holding one hundred percent (100%) of the dollar amount of secured indebtedness of record, the mortgagees and lien holders shall be deemed to have approved said termination. Upon the foregoing approval of the homeowners and lien holders being obtained, the homeowners approving said termination shall have the option to purchase the houses owned by the dissenting homeowners within sixty (60) days after the above approval of the lien holders of record is obtained. The option to purchase said houses shall be exercised by written instrument which shall be delivered in person or mailed by certified or registered mail, return receipt requested, to each of the dissenting homeowners of record. Said notices may be mailed as aforesaid to the mailing address of each of said houses. Said written notice shall set forth which houses will be purchased by which participating homeowner or homeowners; provided, however, that not less than all houses owned by dissenting homeowners shall be purchased. The sale price for each house shall be the fair market value thereof, determined by agreement between the Seller and Purchaser within thirty (30) days from the date of delivery or mailing of the hereinabove described written notice of exercise of option and in the event the parties are not

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able to agree upon the fair market value thereof, then in such event, the fair market value shall be determined through arbitration under the provisions of the Florida Arbitration Code. Any homeowner or group of homeowners purchasing a house from a dissenting homeowner may not subsequently disapprove the termination hereof. The cost of appraisal, if applicable, shall be equally divided between the Purchaser and Seller and closing costs and cost of sale and purchase shall be borne by the respective parties in accordance with local custom applying to sales and purchases of single family residences.

(c) The termination of these Restrictions shall be evidenced by a Certificate of the Association executed by the President and attested by the Secretary certifying as to the compliance with the foregoing provisions which termination shall become effective upon a Certificate in proper form being recorded in the Public Records of Leon County, Florida.

(d) After termination hereof, in any manner, the homeowners shall own the common elements and areas and all assets of the Association as tenants in common in undivided shares and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the respective homeowners. Such undivided shares of the homeowners shall be the same proportionate or percentage share as the undivided shares in the common elements appurtenant to the homeowners prior to such termination.

45. Sale, Lease, and Other Disposition of Houses by Declarant.

None of the limitations contained in this Declaration of Restrictive Covenants relating to the sale, leasing, devise, or otherwise disposing of houses shall apply to Declarant.

46. Management Contract. Until the sale of the last house, or the expiration of one (1) year from the date hereof, the Declarant shall manage said common areas and shall perform all maintenance which is to be performed by the Association. The same shall be performed under that certain Management Contract entered into by and between Declarant and the Association, a copy of which is attached hereto marked Exhibit "G", and by reference made a part hereof. The Declarant may at its option continue to manage under said management contract for an additional year. When all of the houses are sold or after one (1) year from the date hereof, Declarant may terminate under contract upon thirty (30) days written notice to Association. In the event

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said Contract is terminated, in accordance with law or in accordance with the provisions thereof, then in such event a majority of the first mortgagees of record shall have the right to require the Association to enter into a Contract for professional management and maintenance. Said mortgagee shall not have the right to designate what person or company shall perform said services but shall have the right of approving the person or entity with which the Association contracts for said services.

47. Amendments Relating to Termination. The provisions of this Declaration relating to termination hereof can be amended only with the consent of all homeowners and all lien holders of record and any other provisions to the contrary contained herein shall be of no application to amendments relating to termination.

48. Development by Declarant. No provisions contained herein shall prevent Declarant, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any of the common elements, limited common elements, or houses nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

49. Election of Board of Directors and Voting Rights of Declarant. The Declarant shall be a member of the Association for the purpose of voting and shall have a number of votes equal to fifty-three (53) less the number of houses conveyed by Declarant to third parties. Such voting rights are not in limitation or derogation of other rights and privileges of Declarant as set forth in this Declaration but instead are in addition to said rights and privileges. In addition to all other rights and privileges granted to the Declarant under this Declaration and any provisions of the Articles of Incorporation and By-Laws to

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the contrary, the Declarant shall be entitled to appoint a majority of the Members of the Board of Directors of the Association. This right shall continue until the sooner occurrence of:
(1) The expiration of three (3) years from the date hereof; or
(2) the Declarant has sold all Townhouses located on the Property.

50. Termination of Responsibility of Declarant. At such time as the Declarant sells, conveys, or otherwise disposes of its interest in and to all of the houses, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

51. Titles. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

52. Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, sub-section, sentence, clause, phrase, or word contained in this Declaration or in the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

53. Miscellaneous. The term Declarant shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include either masculine or feminine where appropriate.

IN WITNESS WHEREOF, the Declarant, LEE A. EVERHART and MARGARET R. EVERHART, his wife, have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Frances Anne Cook
John S. Wolfe

Lee A. Everhart (SEAL)
LEE A. EVERHART

Margaret R. Everhart (SEAL)
MARGARET R. EVERHART

SEE 753 AND 472

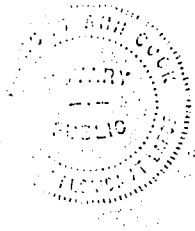
STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared LEE A. EVERHART and MARGARET R. EVERHART, his wife, to me known to be the person(s) described as DECLARANT in and who executed the foregoing DECLARATION OF RESTRICTIVE COVENANTS, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 10th day of December, 1975.

Francis Ann Cook
NOTARY PUBLIC
My Commission Expires: 10-15-77



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 15, 1977
BOSCHOLD TRISTAR CASUALTY INSURANCE UNDERWRITERS

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CENTERVILLE TOWNHOUSES

Begin at the intersection of the East boundary line of the Southwest Quarter of Section 20, Township 1 North, Range 1 East, Leon County, Florida, with the centerline of State Road No. 151 (Centerville Road) said point being located North 00 degrees 21 minutes West 1490.0 feet from the Southeast corner of the Southwest Quarter of said Section 20, and run thence South 48 degrees 12 minutes West along the centerline of said State Road No. 151 a distance of 541.51 feet, thence South 56 degrees 52 minutes West along said centerline 399.74 feet, thence leaving said centerline run South 31 degrees 48 minutes East 257.38 feet, thence North 56 degrees 52 minutes East 423.17 feet, thence North 48 degrees 12 minutes East 563.04 feet, thence North 41 degrees 48 minutes West 257.0 feet to the Point of Beginning.

LESS AND EXCEPT that part of the above described property lying within the right-of-way of said State Road No. 151 (Centerville Road), and containing, less exception, 5.38 acres, more or less.

EXHIBIT "A"