

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
DE SOTO FARM SUBDIVISION ASSOCIATION, INC.

DR144701667

THIS DECLARATION, made and executed this 30th day of September, 1989,  
by Daniel and Sharon Kalicki, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in  
Leon County, Florida, and more particularly described in the unrecorded  
plat of De Soto Farm Subdivision, hereinafter referred to as the "Plat of  
De Soto Farm Division".

NOW THEREFORE, Declarant hereby declares that all of the properties  
described above 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 successors and assigns, and shall inure to the  
benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to De Soto Farm  
Subdivision Homeowners' Association, Inc., its successors and assigns.

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

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

Section 4. "Lot" shall mean and refer to each of the numbered lots  
depicted on the Plat of De Soto Farm Subdivision.

Section 5. "Declarant" shall mean and refer to De Soto Farm Subdivision,  
and its successors and assigns if such successors or assigns should acquire  
more than one undeveloped Lot from the Declarant for the purpose of development.

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CLERK OF CIRCUIT COURT  
LEON COUNTY FLORIDA

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ARTICLE II

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MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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. 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 this Declaration.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

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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 therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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 such 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 improvements and maintenance.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be \$120.00 (\$10.00 per month). To provide for upkeep and maintenance of the Roadway Easement.

Section 4. Special Assessments for Capital Improvements.

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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 road paving or other road improvements, and fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days, not more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, or quarterly on a annual basis.

Section 7. Date of Commencement of Annual Assessments Due Dates.

The annual assessments provided for herein shall commence as to all Lots upon the approval of the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

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

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

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit 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.

ARTICLE IV

ARCHITECTURAL CONTROL

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No improvements, as defined herein, shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee is composed of two members to be appointed by the Declarant and a third party to be appointed by the Association. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 2. Procedure. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE VI

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LAND USE AND BUILDING TYPE

Section 1. No lot shall be used except for residential purposes. No commercial raising of livestock, poultry, or horses will be allowed.

Section 2. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each building lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Section 3. No mobile homes will be allowed.

Section 4. No lot shall be subdivided nor more than one residential home placed on any one tract.

ARTICLE VII

TEMPORARY STRUCTURES

Section 1. No structure of temporary character, basement, tent, shack, garage, tool shed, travel trailer, barn, or other outbuilding of any type shall be located on any lot at any time unless approved by the Architectural Control Committee nor shall any type of temporary structure be used as a residence.

Section 2. Boats, travel trailers, motor homes, campers or other vehicles shall be parked or stored within the garage or placed behind the residence; however in no event shall the vehicles be visible from the street which runs in front of the property (De Soto Farm Road).

ARTICLE VIII

EASEMENT

Section 1. Easements for Utilities, Ingress and Egress.

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The Declarant hereby reserves, excepts, imposes, grants and creates to and on behalf of the Declarant, the Association, the owners, their grantees, heirs and successors in interest, a non-exclusive, perpetual easement for ingress and egress, drainage and utility purposes over, under and across all roadways depicted on the Plat of De Soto Farm Subdivision.

ARTICLE IX

BUILDING AND FENCE LOCATION

Section 1. No building shall be located on any lot; nearer than 75 feet to the road right-of-way on the front of a Lot; nearer than 60 feet to the rear Lot Line, except for an accessory building which may be located 50 feet to the rear Lot line; nearer than 50 feet to an interior Lot line; or nearer than 50 feet to any side street line. The Board of Directors of the Association or an Architectural Control Committee appointed by the Board or the Declarant may, in its sole discretion, grant variances to the set-back distances provided for in the Article.

Section 2. No driveway shall be located nearer than 25 feet to any interior property line.

Section 3. One story residences shall have a minimum of 1600 square feet-exclusive of porches and garages. Two story residences shall have at least 1200 square feet on the ground floor and 400 square feet on the second story.

Section 4. No fence of any kind shall be placed or constructed nearer to the front of the property line than the building set back line.

Section 5. No window air-conditioning units shall be installed in the front or any side of a building, and all exterior heating and cooling compressors or other machinery shall be located to the rear of the residence and not visible from the street.

ARTICLE X

SIGNS

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

ARTICLE XI

EXTERIOR STRUCTURE MATERIALS

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The exterior structure material of exterior walls of dwellings must be specifically approved in writing by the Architectural Control Committee.

ARTICLE XII

GARAGES AND CARPORTS

Each residence shall have a functional carport or garage which shall be screened on sides which are visible from the street, which runs in front of the property. In no instance shall the entrance be permitted to face the front property line of the property unless approval by the Architectural Control Committee.

ARTICLE XIII

NUISANCES

No obnoxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, embarrassment, or nuisance to the neighborhood nor any inoperable vehicles may be kept on the property. No pit bull or mixed pit-bull dogs will be allowed.

ARTICLE XIV

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, rubbish, wrecked or inoperable vehicles, garbage or other waste shall not be allowed to accumulate or remain on the property and shall not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or any Architectural Control Committee appointed by the Board. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened with fencing or shrubbery or otherwise concealed so as not be visible from any roadway.

ARTICLE XV

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GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. 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 of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners.

IN WITNESS WHEREOF, the undersigned being the Declarant herein,  
has hereunto set its hand and seal day and year first above written.

WITNESSES:

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Linda N. Roady

By: Daniel C. Kalicki

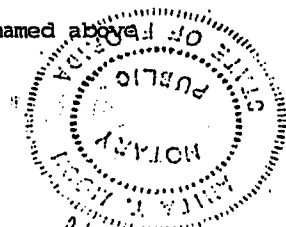
Linda N. Roady

By: Sharon M. Kalicki

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 acknow-  
ledgements, personally appeared Daniel C. and Sharon M. Kalicki  
to me known to be the person described as officers of De Soto Farm  
Homeowners Association, Inc. In and who executed the foregoing  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DE SOTO  
FARM SUBDIVISION, AND acknowledged before me that that person  
executed the foregoing DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF DE SOTO FARM SUBDIVISION in the name of and for  
that, that is such that person is duly authorized by that to do so;  
and that the foregoing DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF DE SOTO FARM SUBDIVISION, is the act and DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DE SOTO FARM SUBDIVISION  
of that.

WITNESS my hand and official seal in the State and County named above  
this 30th day of September 19 89.



Daniel C. Kalicki  
NOTARY PUBLIC

Notary Public, State of Florida  
My Commission Expires April 27, 1993  
Bonded Thru Troy Fain - Insurance Inc.