

DEF 991 PAGE 597  
REC

DECLARATION OF COVENANTS AND RESTRICTIONS  
for  
GOLFVIEW II TOWNHOMES

STATE OF FLORIDA )  
                          )  
COUNTY OF LEON    )

KNOW ALL MEN BY THESE PRESENTS, that TBW, INC., a Florida corporation, the fee simple owner of that certain real property described in Exhibit "A", attached hereto, has developed, subdivided, and constructed on said property townhomes as reflected in the legal descriptions attached hereto as Exhibits "B" - "I", inclusive, and for the purpose of enhancing and preserving the value of said townhomes for the benefit of all present and future owners, does hereby declare that the property described in Exhibits "A" through "I" shall be held, transferred, sold, conveyed, and occupied, subject to the Covenants and Restrictions hereinafter set forth, which shall run with the land and be binding upon the owner and all persons or entities claiming by, through and under said owner.

ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to GOLFVIEW II HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.
- (b) "Association Expense" means the expenses for which the owners are or may be liable to the Association in accordance with the method of allocation thereof described in Article V and includes the expenses incurred or to be incurred by the Association with regard to operation, administration, maintenance and repair of the open areas or any part thereof and includes the expenses specifically hereafter referred to in this Declaration, or in a supplement hereto, as "open area expenses".
- (c) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including outside platforms and docks, canopies, enclosed porches, walls and fences.
- (d) "Developer" shall mean and refer to TBW, INC.
- (e) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited

53814  
RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA  
IN THE YEAR 1991  
APR 13 2 25 PM 1991  
AT THE PLACE SIGNED  
PAUL F. WATFIELD  
CLERK OF CIRCUIT COURT

This instrument prepared by:

William W. Montjoy, Attorney  
Suite 346 Barnett Bank Building  
Tallahassee, Florida 32301

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to, buildings, out-buildings, water, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways, or gates and signs.

- (f) "Lot" shall mean and refer to the parcels of land described in Exhibits "B" - "I" inclusive.
- (g) "Open Areas" shall mean and refer to any area to which no specific use designation is made by an owner which is or shall be grassed or planted and kept grassed or planted as green open space or planted with such other form of ground cover as developer determines to be for the beautification of the Golfview II Townhomes.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any townhome. The term owner shall not be construed to include or refer to any mortgagee unless and until such mortgagee has acquired legal title to a townhome pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Townhome" shall refer to the two story, 1220 square foot structures of basic uniform design constructed by developer on each individual lot, each being conveyed to the respective owner in fee simple.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Leon County, Florida, contains 0.58 acres, more or less, and is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Title to Open Area. Developer shall convey to each townhome owner legal title to each lot in fee simple. Title to the open areas of each lot shall be held by the respective townhome owner or developer until such time a lot is conveyed to a townhome owner.

Section 2. Specific Use Designation. Each townhome owner shall have the right to designate any area within his lot located in the rear of his townhome for a specific use. Such designation shall be made in writing to the Board of Directors of the Association. Once such designation is made by a townhome owner it shall no longer be considered an open area and shall not be maintained by the Association. The townhome owner shall then have the sole responsibility for maintenance of said area. In the event that said area is not being adequately maintained in the opinion of the Directors of the Association, the Association specifically reserves the right to revoke the specific use

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designation of the townhome owner in order to have said area adequately maintained. Each townhome owner shall be subject to a reasonable special assessment by the Board of Directors of the Association in the event his specific use designation is so revoked.

Section 3. Association's Right of Access. An easement or easements for ingress and egress in favor of the Association by its Board or the designees of the Board is hereby granted in fulfilling its duties and responsibilities of administration, maintenance and repair in accordance with the provisions of Article V hereunder.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The members of the Association are:

- (a) Every person, persons, or entity who is a record owner of a townhome lot; and
- (b) The developer at all times as long as it owns any property subject to this Declaration, or has the right to elect a director of the Association, provided that such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights Classes. The members of the Association shall have such voting rights as are set out in the Articles of Incorporation of the Association. The Association shall have such classes of membership as are set out in said Articles.

Section 3. Developer's Reserved Right of Control. The Directors elected by the developer pursuant to the provisions of the Articles of Incorporation of the Association shall have a total vote equal to one vote plus the number of votes held by all of the directors elected by the townhome lot owners as long as the developer owns two or more townhome lots.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The developer, for each lot owned by it within Golfview II Townhomes, hereby covenants, and each owner of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessment or charges; (2) any special assessments for capital improvements or major repairs; and (3) any exterior maintenance assessment (to the extent applicable in accordance with the provisions hereof). Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from date due at the rate of 15% per annum and costs of collection thereof (including attorney's fees), shall

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be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and also the personal obligation of the owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open area or non-occupancy or abandonment of his townhome.

**Section 2. Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the townhome owners and in particular, for the improvement and maintenance of the open area, including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The exterior maintenance assessments provided for hereinafter shall be separate and apart from the annual and special assessments, and shall be used for the purposes authorized in Article VI hereof.

**Section 3. Maximum Annual Assessments.** Except as otherwise provided, until after January 1, 1987, the annual assessment, excluding the exterior maintenance assessment, shall in no event exceed \$25.00 per unit, per month.

The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. After the aforesaid date by the vote of two thirds of the members of the Board of Directors of the Association, the maximum amounts of the assessments may be varied from the amounts set forth in this section.

**Section 4. Uniform Rate of Assessment.** All regular and special assessments (except for the exterior maintenance assessments) shall be at a uniform rate for each unit.

**Section 5. Date of Commencement of Annual Assessments; Dues Dates.** The assessments provided for herein shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the Resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the said Board.

**Section 6. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement in the amount of the assessment against each unit for each assessment period at least 30 days in advance of such date or period. Written notice of the assessment shall be sent to every owner subject thereto not later than seven days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7. Effect of Nonpayment of Assessment; The Lien; Personal Obligation; Remedies of Association.** If the assessments are not paid

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on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon, and costs of collection thereof, thereupon become a continuing lien on the parcel of real property upon which the unit is situated that shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns and shall also be the continuing personal obligation of the owner against whom the assessment was levied.

If the assessment is not paid within 30 days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum and the Association may at any time thereafter bring an action to foreclose the lien against the unit in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be affixed by the Court, together with costs of the action.

Section 8. Subordination of the Lien to Mortgages, and Relief from Assessment. The lien of the assessments provided for herein, as well as in any other article of this declaration, shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than 10 years. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure of such mortgage. No other sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment. Further, any lot owned by an institutional mortgagee, such as, but not limited to, a mortgage company, a Federal Savings and Loan Association or an insurance company shall not be subject to the assessments provided for herein so long as such lot is not being occupied. The written opinion of either the developer or the Association that the lien is subordinate to a mortgage or that the lot is not subject to the assessment shall be dispositive of the question pertaining thereto.

## ARTICLE VI

### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the open area, the Association may provide exterior maintenance service upon any townhome needing same in the Association's opinion, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and other exterior improvements.

Section 2. Assessment of Costs. The costs of such maintenance shall be assessed against the applicable townhome owner upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same, or against all of the townhome owners if determined to be appropriate in the opinion of the Board of Directors of the

Association. In all such cases, such determination by the Board shall be conclusive. The assessment shall be proportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessment shall be a lien on the lot and the personal obligation of the townhome owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 8 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any townhome or the exterior of any townhome at reasonable hours on any day except Saturday or Sunday.

Section 4. Initial Responsibility for Exterior Maintenance. Initial responsibility for exterior maintenance shall repose in the owner of the townhome. The provisions afforded hereby for the Association to undertake such exterior maintenance are intended to enable the Association to maintain a high standard of attractive appearance to all Golfview II Townhomes and to prevent degradation of property values and quality of living conditions arising from any portion of Golfview II Townhomes not being maintained to acceptable standards. The provisions afforded hereby are also intended to enable lot owners to contract with the Association for exterior maintenance in the event it is determined hereafter that to do so would be desired.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. Additions and Alterations. No building, fence, wall area, antenna, or other structure shall be commenced, erected, placed or maintained upon any land in Golfview II Townhomes, nor shall any improvement, addition to or change or alteration therein be made until the plans, specifications and location 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 the Board of Directors of the Association, or by the Architectural Control Committee thereof. The Architectural Control Committee shall also be entitled to approve or disapprove exterior paint selection of other building surface color and/or composition.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall

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be deemed to have been properly sent and mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of Golfview II Townhomes.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any lot other than one sign of not more than three (3) feet square advertising the property for sale.

Section 4. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets are allowed so long as they are not permitted to roam free and are not raised or bred for commercial purposes.

Section 5. Window Air Conditioning Units. No window air conditioning unit shall be installed in any townhome structure.

Section 6. Temporary Structures. No structure of a temporary character, clothesline, trailer, tent, shack, or any other out building shall be used on any lot at any time as a residence either temporarily or permanently.

Section 7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of disposal of trash or garbage shall be kept and maintained in sanitary condition. Garbage placed for pickup shall not be left outside for a period in excess of 24 hours.

Section 8. Severability. Invalidation of any one of these covenants for restrictions by judgment or Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

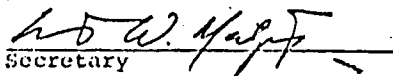
Section 9. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of such an instrument executed by owners holding not less than one-half of the lots subject to the Declaration, provided that so long as the developer is the owner of any lot or any property affected by this Declaration, or amendment, or appoints a director to the Association, the developer's consent must be obtained.

Section 10. Effective Date. This Declaration becomes effective upon recordation of this Declaration in the public records of Leon County, Florida.

TBW, INC.

By 

ATTESTED TO:

  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF LEON ) OFF 991 PAGE 604  
REC

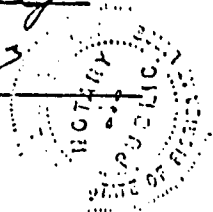
BEFORE ME personally appeared F. PHILIP BLANK  
and WILLIAM W. MONTJOY, to me well known and known to  
me to be the individuals described in and who executed the foregoing  
instrument as President and Secretary of the above named  
corporation, and severally acknowledged to and before me that  
they executed such instrument as such President and Secretary,  
respectively, of said corporation, and that the seal affixed to  
the foregoing instrument is the corporate seal of said corporation  
and that it was affixed to said instrument by due and regular  
corporate authority, and that said instrument is the free act  
and deed of said corporation.

WITNESS my hand and official seal, this 13<sup>th</sup> day  
of April, 1981.

Alice M. Lindsey  
Notary Public

My Commission Expires 2/25/83

Notary Public, State of Florida  
My Commission Expires Feb. 25, 1983  
Insured by American Fire & Casualty Company



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T.B.W., INC.

GOLFVIEW II TOWNHOMES

LOT 12 and 13, BLOCK "A", LIVE OAK HILL, as per  
map or plat thereof recorded in Plat Book 8, Page  
11, of the Public Records of Leon County, Florida,  
containing 0.58 acres more or less.

Exhibit "A"

OFF REC 991 PAGE 600  
BROWARD DAVIS & ASSOC., INC.  
PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

HOWARD P. DAVIS, P.L.S.  
President

JERROLD H. HINTON, P.L.S.  
Vice President  
Secretary/Treasurer

NORMAN C. SMITH, JR., P.E.  
Vice President  
Administrator



WALTER A. JOHNSON, P.E., P.L.S.  
Vice President  
Engineering

LARRY F. DAVIS, P.L.S.  
Vice President  
Surveying

LEE F. DOWLING, P.L.S.  
Vice President  
Surveying

April 2, 1981

T.B.W., INC.

Unit 1

(Revised)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lot 13, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Lot 13 and run South 74 degrees 44 minutes 43 seconds East along the Northerly boundary of said Lot 13 a distance of 128.40 feet to a point on a curve concave to the Southeast on the Westerly right of way boundary of Larette Drive (50 foot right of way), thence from a tangent bearing of South 15 degrees 15 minutes 17 seconds West run Southerly along said right of way curve with a radius of 479.00 feet, through a central angle of 04 degrees 12 minutes 17 seconds, for an arc distance of 35.16 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 132.70 feet, thence North 20 degrees 09 minutes 27 seconds East along the Westerly boundary of said Lot 13 a distance of 35.19 feet to the POINT OF BEGINNING; containing 0.11 acre, more or less.

The foregoing described property being subject to a utility easement.



*Lee F. Dowling*  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS: 204 MAJAN DRIVE EASTWICHVILLE FLAZA  
MAILING ADDRESS: POST OFFICE BOX 1, 627 TALLAHASSEE, FLORIDA 32302-0001

Exhibit "B"

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**BROWARD DAVIS & ASSOC., INC.**

PLANNING • ENGINEERING • SURVEYING • INVESTMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

**BROWARD P. DAVIS, P.L.S.**  
President

**JERROLD W. HINTON, P.L.S.**  
Vice President  
Secretary/Treasurer

**NEVINS C. SMITH, JR., P.E.**  
Vice President Administration



**WALTER A. JOHNSON, P.E., P.L.S.**  
Vice President Engineering

**LARRY E. DAVIS, P.L.S.**  
Vice President Surveying

**LEE F. DOWLING, P.L.S.**  
Vice President Surveying

April 2, 1981

T.R.W., INC.

Unit 2

(Revised)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lot 13, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Lot 13 and run South 20 degrees 09 minutes 27 seconds West along the Westerly boundary of said Lot 13 a distance of 35.19 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 20 degrees 09 minutes 27 seconds West along said Westerly boundary 20.07 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 136.30 feet to a point lying on a curve concave to the Easterly on the Westerly right of way boundary of Larette Drive (50 foot right of way), thence from a tangent bearing of North 08 degrees 38 minutes 48 seconds East run Northerly along said right of way curve with a radius of 479.00 feet, through a central angle of 02 degrees 24 minutes 12 seconds, for an arc distance of 20.09 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 132.70 feet to the POINT OF BEGINNING; containing 0.06 acre, more or less.

The foregoing described property being subject to a utility easement.



*Lee F. Dowling*  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS: 311 MADISON DRIVE, GAITHERSBURG, M.D.  
MAILING ADDRESS: P.O. BOX 1262, TALLAHASSEE, FLORIDA 32302

Exhibit "C"

OFF REC 991 PAGE 608

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.L.S.  
President

JEROME R. HUNTON, P.L.S.  
Vice President  
Secretary, Treasurer

NIVINS C. SMITH, JR., P.E.  
Vice President - Administration



WALTER A. JOHNSON, P.E., P.L.S.  
Vice President - Engineering

LARRY E. DAVIS, P.L.S.  
Vice President - Surveying

LEE F. DOWLING, P.L.S.  
Vice President - Surveying

April 2, 1981

T.B.W., INC.

Unit 3

(Revised)

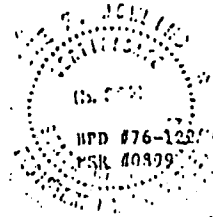
I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, encumbrances or other instruments which could affect the boundaries.

A part of Lot 13, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Lot 13 and run South 20 degrees 09 minutes 27 seconds West along the Westerly boundary of said Lot 13 a distance of 55.26 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 20 degrees 09 minutes 27 seconds West along said Westerly boundary 20.07 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 140.76 feet to a point lying on a curve concave to the Easterly on the Westerly right of way boundary of Larette Drive (50 foot right of way), thence from a tangent bearing of North 06 degrees 13 minutes 54 seconds East run Northerly along said right of way curve with a radius of 479.00 feet, through a central angle of 02 degrees 24 minutes 54 seconds, for an arc distance of 20.19 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 136.30 feet to the POINT OF BEGINNING; containing 0.06 acre, more or less.

The foregoing described property being subject to a utility encumbrance.



Lee F. Dowling  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS FOR MAILING THIS INSTRUMENT (FLA. 40)  
MAILING ADDRESS FOR OTHER JURISDICTIONS (FLORIDA 4000 & 4001)

Exhibit "D"

OFF 991 PAGE 609  
REG  
BROWARD DAVIS & ASSOC., INC.  
PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

BROWARD P. DAVIS, P.E.  
President

HEROLD R. JUNTUN, P.L.S.  
Vice President  
Secretary/Treasurer

NEVINS C. SMITH, JR., P.E.  
Vice President - Administration



WALTERA JOHNSON, P.L.S.  
Vice President - Engineering

LARRY L. DAVIS, P.L.S.  
Vice President - Surveying

LEE F. DOWLING, P.L.S.  
Vice President - Surveying

April 2, 1981

T.B.K., INC.

Unit 4

(Revised)

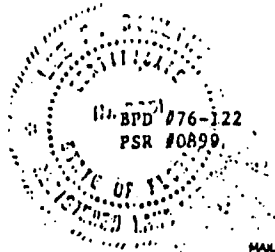
I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lots 12 and 13, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Lot 13 and run South 20 degrees 09 minutes 27 seconds West along the Westerly boundary of said Lot 13 a distance of 75.33 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 20 degrees 09 minutes 27 seconds West along said Westerly boundary 20.07 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 145.95 feet to the Westerly right of way boundary of Larette Drive (50 foot right of way), thence North 0 degrees 10 minutes 30 seconds East along said Westerly right of way boundary 11.47 feet to a point of curve to the right, thence along said right of way curve with a radius of 479.00 feet, through a central angle of 01 degree 03 minutes 24 seconds, for an arc distance of 8.83 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 140.76 feet to the POINT OF BEGINNING; containing 0.07 acre, more or less.

The foregoing described property being subject to a utility easement.



Lee F. Dowling  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 266

SUBJECT ADDRESS: 7014 MAHON DRIVE, JANTER CENTER, TALLAHASSEE, FLORIDA  
MAILING ADDRESS: POST OFFICE BOX 1247, TALLAHASSEE, FLORIDA 32301

Exhibit "E"

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BROWARD DAVIS & ASSOC., INC.

PLANNING, ENGINEERING, SURVEYING, DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

BROWARD DAVIS, P.E., P.L.S.  
President

JERRILL H. HINTON, P.E., P.L.S.  
Vice President  
Secretary, Treasurer

NELSON C. SMITH, JR., P.E.  
Vice President



WALTER A. JOHNSON, P.E., P.L.S.  
Vice President - Engineering

LARRY L. DAVIS, P.E., P.L.S.  
Vice President - Surveying

LEE F. DOWLING, P.E., P.L.S.  
Vice President - Surveying

April 3, 1981

T.R.W., INC.

Unit 5

(Review-1)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lots 12 and 13, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Lot 13 and run South 20 degrees 09 minutes 27 seconds West along the Westerly boundary of said Lot 13 a distance of 95.40 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 20 degrees 09 minutes 27 seconds West along the Westerly boundary of said Lot 13 and Lot 12 a distance of 20.07 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 122.17 feet to a point lying on a curve concave to the Southeast on the Westerly right of way boundary of Larette Drive, thence from a tangent bearing of North 70 degrees 16 minutes 32 seconds East run Easterly along said right of way curve with a radius of 50.00 feet, through a central angle of 34 degrees 54 minutes 01 second, for an arc distance of 36.45 feet, thence North 05 degrees 10 minutes 30 seconds East along the Westerly boundary of said Larette Drive 6.22 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 145.95 feet to the POINT OF BEGINNING; containing 0.06 acre, more or less.

The foregoing described property being subject to a utility easement.



Lee F. Dowling  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STATE ADDRESS: 2115 MARIAN ROAD, HASTINGSVILLE, N.Y. 13357  
MAILING ADDRESS: 10501 BLUE ROCK DRIVE, TAMPA, FLORIDA 33613

Exhibit "F"

OFF REC 991 PAGE 611

BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT • MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

HOWARD P. DAVIS, P.L.S.  
President

FRANK W. HINTON, P.L.S.  
Vice President  
Secretary/Treasurer

NEVINS C. SMITH, JR., P.E.  
Vice President - Administration



WALTER A. JOHNSON, P.E., P.L.S.  
Vice President - Engineering

LARRY E. DAVIS, P.L.S.  
Vice President - Surveying

LEE F. DOWLING, P.L.S.  
Vice President - Surveying

April 2, 1981

T.B.W., INC.

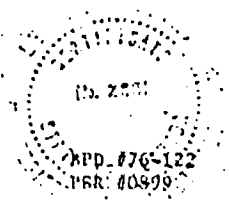
Unit 6  
(Revised)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lot 12, Block "A" of Live Oak Hill as recorded in Plat Book H, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows.

Commence at the Southwest corner of said Lot 12 and run North 03 degrees 34 minutes 35 seconds East along the Westerly boundary of said Lot 12 a distance of 103.35 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 03 degrees 34 minutes 35 seconds East along said Westerly boundary 6.65 feet, thence North 20 degrees 09 minutes 27 seconds East along said Westerly boundary 13.53 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 122.17 feet to a point lying on a curve concave to the Southeasterly on the Westerly right of way boundary of Laretta Drive, thence from a tangent bearing of South 60 degrees 16 minutes 32 seconds West run Southwesterly along said right of way curve with a radius of 50.00 feet, through a central angle of 27 degrees 06 minutes 44 seconds, for an arc distance of 23.66 feet, thence North 74 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 109.74 feet to the POINT OF BEGINNING; containing 0.05 acre, more or less.



*Lee F. Dowling*  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS: 2010 MARION (MINT) EASTWOOD OFFICE PLAZA  
MAILING ADDRESS: POST OFFICE BOX 12267 • TALLAHASSEE, FLORIDA 32302 • (904) 784-4195

Exhibit "G"

OFF REC 991 PAGE 612  
BROWARD DAVIS & ASSOC., INC.  
ENGINEERING • SURVEYING • ENVIRONMENTAL MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

BROWARD DAVIS, P.L.S.  
BROWARD DAVIS, P.L.S.  
BROWARD DAVIS, P.L.S.  
BROWARD DAVIS, P.L.S.



WALTER A. JOHNSON, P.E., P.L.S.  
TERRY E. DAVIS, P.L.S.  
LEE F. DOWLING, P.L.S.

April 2, 1981

E.B.W., INC.

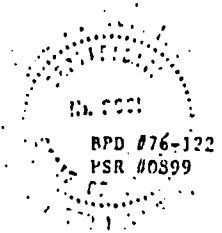
Unit 7  
(Revised)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lot 12, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Lot 12 and run North 03 degrees 34 minutes 35 seconds East along the Westerly boundary of said Lot 12 a distance of 82.92 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 03 degrees 34 minutes 35 seconds East along said Westerly boundary 20.43 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 109.74 feet to a point lying on a curve concave to the Southeasterly on the Westerly right of way boundary of Larette Drive, thence from a tangent bearing of South 35 degrees 09 minutes 48 seconds West run Southwesterly along said right of way curve with a radius of 50.00 feet, through a central angle of 23 degrees 12 minutes 53 seconds, for an arc distance of 20.26 feet, thence North 14 degrees 42 minutes 49 seconds West along the center of a building wall and a projection thereof a distance of 103.40 feet to the POINT OF BEGINNING; containing 0.05 acre, more or less.



Lee F. Dowling  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS: 211 MAGNAN DRIVE, SUITE 100, TALLAHASSEE, FLORIDA 32301  
MAILING ADDRESS: 1000 CENTRAL AVENUE, SUITE 100, TALLAHASSEE, FLORIDA 32301

Exhibit "B"

OFF REC 991 PAGE 613  
BROWARD DAVIS & ASSOC., INC.

PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT  
FLORIDA • GEORGIA • ALABAMA

DAVID P. DAVIS, P.L.S.  
President  
JENNIFER R. HINTON, P.L.S.  
Vice President  
Secretary/Treasurer  
NEVINS C. SMITH, JR., P.E.  
Vice President Administration



WALTER A. JOHNSON, P.E., P.L.S.  
Vice President Engineering  
LARRY E. DAVIS, P.L.S.  
Vice President Surveying  
LEE F. DOWLING, P.L.S.  
Vice President Surveying

April 2, 1981

T.B.W., INC.

Unit 8  
(Revised)

I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

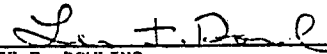
The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

A part of Lot 12, Block "A" of Live Oak Hill as recorded in Plat Book 8, Page 11 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 12 and run North 03 degrees 34 minutes 35 seconds East along the Westerly boundary of said Lot 12 a distance of 82.92 feet, thence South 74 degrees 42 minutes 49 seconds East along the center of a building wall and a projection thereof a distance of 103.40 feet to a point lying on a curve concave to the Southeast, thence from a tangent bearing of South 09 degrees 56 minutes 55 seconds West run Southerly along said right of way curve with a radius of 50.00 feet, through a central angle of 22 degrees 38 minutes 23 seconds, for an arc distance of 19.76 feet to the Southeast corner of said Lot 12, thence South 71 degrees 11 minutes 57 seconds West along the Southerly boundary of said Lot 12 a distance of 111.32 feet to the POINT OF BEGINNING; containing 0.12 acre, more or less.

The Southerly 15 feet of the foregoing described property being subject to drainage easement.



  
LEE F. DOWLING  
Registered Florida Land Surveyor, No. 2661

STREET ADDRESS: 211 MADIAN DRIVE EASTWARD OFFICE PLAZA  
MAILING ADDRESS: POVE OFFICE BOX 1286 • TALLAHASSEE, FLORIDA 32309 • (904) 278-1105

Exhibit "I"

OFF REC 991 PAGE 627

BY-LAWS  
OF  
GOLFVIEW II TOWNHOMES ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for GOLFVIEW II TOWNHOMES shall be used herein with the same meaning as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at Suite 600 Lewis State Bank Building, Tallahassee, Florida 32301, or at such other place as may be established by Resolution of the Board of Directors of the Association.

ARTICLE III

ASSESSMENTS

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and Covenants and Restrictions for Golfview II Townhomes.

ARTICLE IV

BOARD OF DIRECTORS

1. Directors having a majority of votes of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors, except that the Developer, to the exclusion of the other members and/or the Board itself, shall fill any vacancy created by

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REC 991

the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

EXECUTIVE COMMITTEE

1. The Board of Directors may, by resolution, appoint an Executive Committee of two (2) or more members, to serve during the pleasure of the Board, to consist of such Directors as the Board may from time to time designate. The Chairman of the Executive Committee shall be designated by the Board of Directors.

2. The Executive Committee, by a vote of a majority of its members, shall fix its own times and places of meeting, shall determine the number of its members constituting a quorum for the transaction of business, and shall prescribe its own rules of procedure; no change in which shall be made save by a majority vote of its members.

3. During the intervals between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management and direction of the business and affairs of the corporation.

ARTICLE VI

ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members may be made by a Nominating Committee appointed by the Board.

2. The Nominating Committee shall make as many nominations for election to the available positions on the Board of Directors as it shall in its discretion determine to be appropriate.

3. Within 30 days of the date of the annual meeting of the Association, the nominating committee shall notify the

OFF REC 001 PAGE 629

Secretary of the names of the candidates nominated for election to the Board of Directors other than to the positions thereon reserved to the Developer.

4. The Developer shall, within 14 days of the date of the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is electing to the Board of Directors. These Directors shall have votes in accordance with Article VI of the Articles of Incorporation of the Association.

5. The Secretary shall, within seven days of receiving all notifications from the Nominating Committee, prepare and mail election ballots to the appropriate members for the Directors to be elected by them.

6. Nominations and notifications of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section VIII of this article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

7. All elections to the Board of Directors shall be made on written ballots which shall:

a. Describe the vacancies to be filled by the vote of the members of the Association and

b. Set forth the names of those nominated for each vacancy by the Nominating Committee and the names elected to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and by these By-Laws.

9. The completed ballot shall be returned to the Secretary at the address of the Association or at such other address as designated upon each ballot. Upon receipt of each

ballot the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of such ballots. On that day the ballots shall be turned over to an election committee, which shall consist of three members appointed by the Board of Directors, or be counted by the Secretary if the Board has not appointed an Election Committee.

10. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this article shall be deemed elected or appointed as of the day of the annual meeting of the Association.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have the power:
  - a. To call meetings of the members of the Association
  - b. To appoint and remove at pleasure all officers, agents and employees of the Association, proscribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem appropriate. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever.
  - c. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
  - d. To authorize and cause the Association to enter into contracts for the day to-day operation of the Association and the discharge of its responsibilities and obligations, including the collection of assessments of the Association, if desired.
  - e. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, ex-

cept those reserved in the Declaration or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

a. To cause to be kept a complete record of all its acts in corporate affairs.

b. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

c. With reference to the assessments of the Association,

1. To fix the amount of the assessment against each member for each assessment period at least 30 days in advance of such date or period;

2. To prepare and maintain a roster of the owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by a member; and

3. To send written notice of each assessment to every Townhome owner.

#### ARTICLE VIII

##### DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on the second Monday in February at 9:00 a.m. at the principal office of the Association, unless some other place is designated by the Board. The first meeting of the Board of Directors elected at such annual meeting shall follow directly on conclusion of the annual meeting. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

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3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three Directors after not less than three (3) days' notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or whenever held, shall be as valid as though made at a meeting duly held after regular call and notice of a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE IX

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all documents and written instruments necessary for the operation of the Association.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership, if any shall exist. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE X

COMMITTEES

1. The Standing Committees of the Association shall be:

The Nominating Committee

The Standards Committee

The Architectural Control Committee

unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees (except the Architectural Control Committee) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Standards Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in GOLFVIEW II TOWNHOMES and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The Architectural Control Committee shall be appointed by the Developer (until relinquished by it to the Association) and shall have the duties and functions described in the Declaration of Covenants and Restrictions for GOLFVIEW II TOWNHOMES. A party aggrieved by a decision of the Architec-

cision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. All committees, other than the Nominating Committee or the Architectural Control Committee, appointed and so empowered by the Board of Directors shall have power to appoint subcommittees from among their membership and may delegate to any such subcommittee any powers, duties, and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

#### ARTICLE XI

##### BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

#### ARTICLE XII

##### SEAL

The Association shall have a seal in circular form having within its circumference the words: GOLFSVIEW II TOWNHOMES ASSOCIATION, INC., corporation not for profit, 1981.

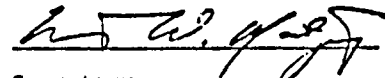
#### ARTICLE XIII


##### AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without its written consent.

# Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960

The foregoing were adopted as the By-Laws of  
GOLFVIEW II TOWNHOMES ASSOCIATION, INC., a corporation  
not for profit under the laws of the State of Florida,  
on this 13<sup>th</sup> day of April 1981.

  
Secretary

  
President