

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

INDIAN VILLAGE

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THIS DECLARATION is made on the 31st day of July, 1985, by R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, hereinafter called "Declarant." The Development created by this Declaration shall be known as INDIAN VILLAGE.

Witnesseth:

Declarant is the owner of certain property located in Tallahassee, Leon County, Florida, which is more particularly described as Phase A, on Exhibit A, pp. 1-2, attached hereto and made a part hereof. Phase A will consist of fourteen (14) lots.

(1) In addition to this dedication of Phase A, Declarant, without the consent of the homeowners, may annex to this development additional land from the adjacent 4.5 acres, for the construction of up to a total of 68 townhouse lots, within five (5) years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. An overall site plan for Phases A, B, C, D, and E, of the development is attached as Exhibit A, p. 3.

(2) The proposed annexation of Phases B, C, D, and E, if made, will become subject to assessments for their just share of association expenses. However, this plan of annexation shall not bind the Developer to make the proposed annexation, or to adhere to the plan in any subsequent development.

- (a) Phase B will consist of sixteen (16) lots;
- (b) Phase C will consist of sixteen (16) lots;
- (c) Phase D will consist of eleven (11) lots;
- (d) Phase E will consist of eleven (11) lots.

(3) Each lot, when dedicated by the Developer, shall have one (1) vote.

(4) In no event shall any lot owner have any claim or interest in any Common Area or any equity for any Phase which is not completed as called for herein, with the exception of the Phase or Phases which the unit owner occupies.

(5) The Developer, at its sole discretion, may amend the Declaration of Covenants, Conditions and Restrictions to include each phase as it is completed, by filing and recording an Amendment to this Declaration with the Clerk of the Circuit Court, in and for Leon County, Florida.

The Developer has attached, as Exhibit A, pp. 4-7, certain easements for ingress/egress, parking, drainage and utilities, over Phases A, B, C, D, and E, of INDIAN VILLAGE. The Developer hereby dedicates only those easements which are included in Phase A of INDIAN VILLAGE. When Phases B, C, D, and E, of INDIAN VILLAGE are constructed, the Developer will, upon the annexation of the property for each additional phase of construction, dedicate those easements which are included in that particular Phase.

Now, therefore, the Declarant declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants

INDIAN VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA

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and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part of the properties, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I

Definitions

Section 1. Association shall mean and refer to INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation.

Section 2. Common Area shall mean all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N", at Page 549, of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 134.76 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 39 minutes 00 seconds East along said Northerly right-of-way boundary 257.46 feet; thence continue along said right-of-way boundary North 01 degrees 42 minutes 00 seconds West 10.00 feet; thence continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 81.00 feet; thence leaving said right-of-way boundary run North 00 degrees 21 minutes 00 seconds West 30.00 feet to a point of curve to the right; thence run Northeasterly along said curve (concave to the Southeast) with a radius 100.00 feet through a central angle of 29 degrees 03 minutes 12 seconds, for an arc length of 50.71 feet (chord bears North 14 degrees 10 minutes 36 seconds East 50.17 feet); thence North 28 degrees 42 minutes 12 seconds East 19.47 feet; thence Westerly along a curve concave to the South with a radius of 49.93 feet, through a central angle of 59 degrees 51 minutes 49 seconds for an arc length of 52.17 feet (chord bears South 88 degrees 46 minutes 18 seconds West 49.83 feet); thence North 33 degrees 47 minutes 24 seconds West 57.27 feet; thence North 56 degrees 12 minutes 36 seconds East 4.00 feet; thence North 33 degrees 47 minutes 24 seconds West 84.00 feet; thence South 56 degrees 12 minutes 36 seconds West 10.00 feet; thence North 33 degrees 47 minutes 24 seconds West 13.00 feet; thence South 56 degrees 12 minutes 36 seconds West 43.29 feet; thence South 20 degrees 25 minutes 07 seconds West 59.24 feet; thence North 89 degrees 39 minutes 00 seconds East 88.11 feet; thence South 00 degrees 21 minutes 00 seconds East 97.88 feet to a point of a curve concave

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to the North; thence Southwesterly along said curve with a radius of 61.47 feet, through a central angle of 15 degrees 05 minutes 15 seconds, for an arc length of 16.19 feet (chord bears South 82 degrees 06 minutes 22 seconds West 16.14 feet); thence South 89 degrees 39 minutes 00 seconds West 220.00 feet; thence South 16 degrees 27 minutes 40 seconds West 53.28 feet to the POINT OF BEGINNING; containing 0.6749 acre, more or less.

Portions of this common area are subject to use as an ingress/egress, parking, drainage and utility easement.

ALSO:

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N", at Page 549, of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 392.22 feet; thence continue along said right-of-way boundary North 01 degrees 42 minutes 00 seconds West 10.00 feet; thence continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 175.55 to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 108.88 feet to the Westerly boundary of that property described in Official Records Book 878, Page 561, of the Public Records of Leon County, Florida; thence leaving said right-of-way boundary run North 21 degrees 04 minutes 00 seconds East along said Westerly boundary 437.16 feet to the Southerly right-of-way boundary of Gaines Street (50 foot right-of-way); thence North 72 degrees 03 minutes 08 seconds West 172.99 feet along said right-of-way boundary; thence leaving said right-of-way boundary run South 21 degrees 04 minutes 00 seconds West 162.92 feet; thence North 33 degrees 47 minutes 24 seconds West 28.54 feet to a point of curve to the left; thence Northwesterly along said curve (concave to the Southeast) with a radius of 71.93 feet through a central angle of 61 degrees 51 minutes 13 seconds, for an arc length of 77.65 feet (chord bears North 64 degrees 43 minutes 01 seconds West 73.94 feet); thence South 33 degrees 47 minutes 24 seconds East 173.51 feet; thence South 117.51 feet; thence South 28 degrees 42 minutes 12 seconds West 117.96 feet to the POINT OF BEGINNING; containing 1.5075 acres, more or less.

Subject to an ingress/egress, parking, drainage and utility easement.

The Common Area shall include such additions to the Common Area as may subsequently be submitted to the jurisdiction of the Association by Declarant.

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Section 3. Declarant shall mean and refer to R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. Lot shall mean and refer to a building site, with the exception of the Common Area, as shown on the site plan attached as Exhibit A, p. 3, not to exceed 68 building sites.

Section 5. 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 6. 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.

ARTICLE II

Property Rights

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

(1) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction or its published rules and regulations;

(2) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(3) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of each class of members has been recorded.

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

ARTICLE III

Membership and Voting Rights

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

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

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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 shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On June 1, 1988.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. CREATION OF 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 to the Lot is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

The annual and special assessments, together with interest, costs and a reasonable attorney fee, shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Each such assessment, together with interest, costs and a reasonable attorney fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became 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 on the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$228.00 per Lot, payable monthly at the rate of \$19.00 per month.

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

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. The Association, in addition to the annual assessments authorized above, may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60 percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots on which there is a townhouse ready for occupancy, and said assessments may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence, as to all Lots on which there is a townhouse ready for occupancy, on the first day of the month following the conveyance of the Common Area. The Declarant shall not be responsible for assessments on townhouse lots owned by it until the construction of the improvements on the lot is completed and a certificate of occupancy is issued by the City of Tallahassee Building Inspector's Office. 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 30 days in advance of each annual assessment. 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 30 days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration 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 in this Declaration shall

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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 of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after foreclosure or from the lien thereof.

ARTICLE V

Architectural Control Committee

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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 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 an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Until Declarant has completed the construction of Phases A, B, C, D, and E, consisting of 68 townhouses upon the described Property, the Declarant shall name the members of the Architectural Control Committee. When Phases A, B, C, D, and E, consisting of 68 townhouses have been completed, the Board of Directors of the Association shall then appoint successor members of the Architectural Control Committee.

ARTICLE VI

Party Wall Agreement

Each wall constructed on a dividing line between Lots shall be described as a Party Wall, and the adjoining Lot owners have a right to use it jointly. Each Lot owner accepts his Lot subject to the right of adjoining Lot owners to use the Party Wall, including continuation of such use in connection with any alteration of the building on his Lot and in connection with replacement of that building with a different one. However, no openings may be cut in the wall and the wall may be put to no use that will impair its strength or injure the building of an adjoining Lot owner.

Section 1. Repairs or Reconstruction. If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the expense shall be borne by the parties equally, except that the parties may agree in writing on any other means of sharing the expense that is reasonable at that time. Subject to any written agreement of the parties to the contrary, any reconstruction of the wall shall be on the same location as the existing wall, and the reconstructed wall shall be of the same or similar material of the same quality as that used in the existing wall, provided that such modifications in building materials as may be required by any applicable building code or regulations shall be allowed. There shall be a mutual easement covering so much of each adjoining Lots as is necessary for the reconstruction or maintenance of the Party Wall.

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Section 2. Right of Entry. The adjoining property owners mutually grant the right to enter the adjoining property or to authorize entries by the contractor and his agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the project, provided that on completion or reconstruction of the wall, all of the Lot except the part on which the wall stands shall be restored to its condition prior to the start of construction.

Section 3. Effect of Agreement. This agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and assigns. It shall continue as a covenant running with the land. Nothing contained in this Party Wall Agreement shall be construed as a grant by either party of his respective rights to the title to the land on which the wall or any extension of the wall stands.

ARTICLE VII

Parking Spaces

Section 1. There are two (2) parking spaces assigned by Lot number to each Lot. The two parking spaces assigned to the Lot are located beneath the townhouse unit. Additional parking spaces are located along the perimeter of the Property. Ownership of each lot shall entitle the owner or owners thereof to exclusive use of the two (2) automobile parking spaces assigned to the Lot. The individual Lot owner shall have the right to exclusive use of said parking spaces, together with the right of ingress and egress in and upon said parking area.

Section 2. The easement hereindescribed shall not be separately transferable, except as an appurtenance to a Lot.

ARTICLE VIII

Use of Lots

Section 1. The Property shall be subdivided into 14 townhouse lots which constitute Phase A, pictured on the Plot Plan attached as Exhibit A, p. 1, and numbered Lots 1 through 14. The lots described on the Plot Plan shall not be further subdivided. Declarant reserves the right to build additional townhouse units through annexation of additional land to this development, as described on P. 1 of this Declaration.

Section 2. In addition to the other obligations and duties set out in this Declaration, no Lot Owner shall:

- 1) Use or permit the use of his townhouse for any purpose other than as a residence.
- 2) Permit or suffer anything to be done or kept in his townhouse which will increase the insurance rates of his townhouse or the Common Area, or which will obstruct or interfere with the rights of other Lot Owners, or commit, permit or suffer any nuisance or illegal act in his townhouse or on the Common Area.
- 3) Fail to conform to and abide by the Bylaws and Rules and Regulations with regard to use of the Common Area which may be adopted in writing from time to time by the Association and to see that all persons using a Lot Owner's property by, through or under him do likewise.

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4) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of the Common Area, or by the abandonment of his Lot.

5) Allow his tenants, if any, to conduct themselves in a manner deemed obnoxious or a nuisance to the adjoining property owners or their tenants. If the Lot Owner shall allow such conduct from his tenants, then the adjoining Lot Owner shall so inform the Lot Owner or the property manager and the Lot Owner or the property manager shall immediately remove from the premises the tenant creating the nuisance or obnoxious activity.

6) Allow any noxious or offensive trade or activity to be carried on upon any Lot or allow anything be done which may be or may become an annoyance or nuisance to the owners of the Lots in INDIAN VILLAGE.

7) Allow livestock, animals or poultry to be raised, bred or kept on any Lot, except dogs, cats and other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

8) Allow his Lot to be used as a business or business office open to the general public. The Declarant, however, may operate a sales office on the premises until all lots are sold.

ARTICLE IX

The Operating Entity

Section 1. A non-profit Florida corporation shall be established for the purpose of managing the Common Area. The name of the operating entity shall be INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the Association.

Section 2. The Association shall be responsible for the operation and maintenance of the Common Area. The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, a copy of which is attached as Exhibit B, and Bylaws of the Association, a copy of which is attached as Exhibit C, as they may be amended from time to time. No modification of or amendment to the Bylaws or the Articles of Incorporation of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment to the Articles or Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Lot or which would change the provisions thereof with respect to institutional mortgages without written approval of all institutional mortgages of record.

Section 3. Each Lot shall be entitled to one vote in all matters related to the operation of INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., and this Declaration.

(a) The record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include mortgagees of record. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

(b) When more than one person holds an interest in any Lot, 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.

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(c) If a Lot is owned by more than one person, the member entitled to cast the vote appurtenant to said Lot shall be designated by the Owners of a majority interest in the Lot. A Voting Member must be designated by a statement filed with the Secretary of the Association in writing, signed under oath by the owners of a majority interest in a Lot of the persons entitled to cast the vote for all such members. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting.

Section 4. Every Owner of a Lot, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law or otherwise, shall be bound by this Declaration.

Section 5. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 6. The Association may adopt rules and regulations restricting the use of the Property. A copy of the original Rules and Regulations is attached to the Bylaws.

Section 7. The Developer must transfer control of the Association to the Lot Owners no later than the earlier of:

- 1) Within 120 days after which 75 percent of the Lots have been conveyed to purchasers;
- 2) Three (3) years following conveyance of the first lot.

ARTICLE X

Common Easement -- Mutual Easement

Section 1. The Declarant hereby grants to each Lot in Phase A, a non-exclusive perpetual easement of ingress and egress over and to the portion of the roadway described on the attached Exhibit A, pp. 5-6, which lies in Phase A. When subsequent Phases are annexed by the Developer, as outlined on P. 1 of this Declaration, the Developer will at that time dedicate the portion of the roadway located in the annexed Phase.

Section 2. The easement shall not be subject to transfer or conveyance except as an appurtenance to the Lots in INDIAN VILLAGE.

Section 3. The Declarant specifically reserves an easement for the installation and maintenance of the roadway, water, sewer, telephone, drainage facilities, cable television and utilities.

Section 4. Any attempt to separate the easement from the title to the Lots shall be null and void.

ARTICLE XI

Common Expenses

The following expenses are expressly declared to be expenses of the Association:

- 1) Maintenance and upkeep of the roadway and parking spaces.
- 2) Maintenance and upkeep of the pool and surrounding pool area.

3) Maintenance and upkeep of sewer, water, and utility lines, cable television and drainage facilities serving more than one Lot.

4) Maintenance and upkeep of all yards, grounds and shrubbery, including mowing the grass on a regular basis.

5) Any other expenses approved by the Board of Directors which shall be incurred for the exclusive purpose of promoting the health, safety and welfare of the owners of the Lots. Any expense approved by the Directors which is rejected by an affirmative vote of two-thirds (2/3) of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, shall not be paid as a common expense of the Association.

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ARTICLE XII

Maintenance and Alterations

Section 1. Each Lot Owner agrees as follows:

1) To maintain his townhouse and the entire interior and exterior of the townhouse, in good and tenable condition; to maintain, repair, and if necessary, replace the fixtures and equipment in the dwelling, including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever situated including, but not limited to, any exterior parts of the units; electric panels, wiring, outlets, and electric fixtures within the townhouse; interior doors, windows, screening and glass; all exterior doors; and pay for all of his utilities, including electricity, sewer, water, garbage, and telephone and all taxes levied against his Lot. The cost of maintaining and replacing the appliances and carpeting in a townhouse shall be borne by its owner. The Lot owner agrees to maintain the painted and/or stained exterior of the townhouse.

2) Not to make or cause to be made any repairs to any plumbing or electrical wiring unit within a townhouse except by plumbers or electricians authorized by the Association or its delegate to do such work. Plumbing and electrical repairs within a townhouse shall be paid for by the owner(s) of the townhouse.

3) To allow the Association, its delegates, agents or employees, at all reasonable times to enter into any townhouse to determine in case of emergency, circumstances threatening any townhouses or Common Area, and to correct the same; or, to determine compliance with the provisions of this Declaration.

Section 2. In the event the Lot owner fails to maintain his townhouse as required in this Declaration, or otherwise violates or threatens to violate the provisions of this Declaration, the Association shall have the right to:

a) proceed in a Court of Equity for an injunction to seek compliance, or

b) in lieu of litigation, or in addition to litigation, to levy an Assessment against the Lot owner and the Lot for such necessary sums as to remove any unauthorized addition or alteration, and to restore the property to good condition and repair, or

c) after approval by two-thirds (2/3) vote of the Board of Directors to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such

exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 3. The Association shall determine the exterior color scheme of the buildings, and the Lot owners shall be responsible for the maintenance of the exterior color scheme. No Owner shall paint any exterior surface or add or replace anything on the exterior surface without written consent of the Association.

Section 4. The Association shall be responsible for the maintenance, repair and replacement of the Common Area, provided that if any repairs or replacements are made necessary because of abuse or negligent use of the easement by a Lot owner, the cost of such repair or replacement may be assessed against such Lot owner. Any Assessment made pursuant to this Section or pursuant to Section 2 of this Article shall be enforceable in the same manner as provided for the enforcement of Assessments in Article IV of this Declaration.

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ARTICLE XIII

Insurance

Section 1. The Association shall maintain comprehensive public liability insurance and property damage insurance covering all of the Common Area and insuring the Association in such amounts as the Association determines necessary. Premiums for such insurance shall be paid for by the Association.

Section 2. The Association must have a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. Premiums are paid as a common expense by the Association.

Section 3. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. The fidelity bond coverage must at least equal the sum of three months assessments on all Lots in the development. The bonds must include a provision that calls for ten days written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason. This same notice must also be given to each servicer of a FNMA-owned mortgage in the development.

ARTICLE XIV

Reconstruction and Repair

Section 1. Reconstruction or Repair After Casualty. In the event the Common Area or townhouses are damaged by any casualty, whether such damage is insured against or not, the Common Area shall be repaired or reconstructed by the Association, and the townhouse shall be repaired or reconstructed by the Lot Owner who has record title to the townhouse.

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building according to plans and specifications approved by the Board of Directors of the Association, and by not less than two-thirds (2/3) of the voting members present or by proxy, at a duly-noticed meeting attended by a quorum of the voting members, a quorum meaning a majority of the members of the Association, including the owners of all damaged townhouses, which approval shall not be unreasonably withheld.

ARTICLE XV

General Provisions

DR1172PG 640

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, 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 contained in this Declaration shall in no event be deemed a waiver of the right to do so.

Section 2. Severability of Provisions. If any term, covenant, provision, phrase or other element of this Declaration is held invalid by judgment or court order, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever any other term, provision, covenant, or element of this Declaration, and said other provisions shall remain in full force and effect.

Section 3. Provisions of Declaration--Binding Effect. All provisions of this Declaration are intended to be and shall be construed as covenants running with the land and of every part of the land, including, but not limited to, every Lot and the appurtenances to every Lot; and, every Lot Owner and claimant of the Property or any part of the Property, or of any interest in the Property, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration.

Section 4. Attorney Fees. Should the Association find it necessary to employ an attorney to enforce any obligation of a Lot Owner under this Declaration, the offending Lot Owner shall reimburse the Association for reasonable attorney fees incurred by it in connection with such default.

Section 5. Notices.

1) Lot Owners. Whenever notices are required to be sent to Lot Owners, such notices may be delivered either personally or by mail, addressed to such Lot Owner's address, unless the Lot Owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by Affidavit of the person mailing or personally delivering said notices.

2) Association. Notices to the Association shall be delivered by mail to the Secretary of the Association or at the Secretary's townhouse, or in the event of the Secretary's absence, then to the President of the Association at his townhouse, and in his absence, any member of the Board of Directors of the Association.

3) Mail. All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice. Notices required to be given the personal representative of a deceased owner or devisee when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

Section 6. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

ML1728 641

Section 7. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

Section 8. Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstances, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration be deemed to be an Institutional First Mortgage.

Section 9. Acceptance by Association. The Association by its execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and attached Exhibits. The Lot Owners, by virtue of their acceptance of the Deed of Conveyance as to their Lot, and other parties by virtue of their occupancy of Lots, approve the foregoing and all of the terms and conditions, duties and obligations set forth in this Declaration.

Section 10. Additional residential property and Common Area may be annexed to the Properties pursuant to p. 1 of this Declaration.

Section 11. Amendment. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 75 percent of the Lot owners, and subsequently, by an instrument signed by not less than 60 percent of the voting members. Any amendment must be recorded in the public records of Leon County, Florida.

Section 12. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal on this 31st day of July, 1985.

THE DECLARANT:

R & R DEVELOPMENT OF
TALLAHASSEE, INC.,
a Florida corporation

By: Mark C. Rodrigue
MARK C. RODRIGUE
President

Attest: Sara A. Rodrigue
Sara A. Rodrigue
Secretary-Treasurer

THE ASSOCIATION:

INDIAN VILLAGE HOMEOWNERS
ASSOCIATION, INC., a
Florida corporation

By: Theodore C. Rodrigue
THEODORE C. RODRIGUE
President

Attest: Sara A. Rodrigue
Sara A. Rodrigue
Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF LEON

011726 642

BEFORE ME personally came and appeared MARK C. RODRIGUE and SARA A. RODRIGUE, as President and Secretary-Treasurer, respectively, of R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, and THEODORE C. RODRIGUE and SARA A. RODRIGUE, as President and Secretary-Treasurer, respectively, of INDIAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and seal on this 31st day of July, 1985.

Peggy S. Archer
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires May 14 1986
Bounded Thru Terry, Tolson, Johnson, Inc.

CONSENT AND JOINDER OF MORTGAGES

CAPITAL CITY FIRST NATIONAL BANK hereby consents to and joins in the submission by Owner of the said property and all of its interest therein to the townhouse development to be known as INDIAN VILLAGE, and in furtherance thereof, hereby consents to the Declaration of Covenants, Conditions and Restrictions for INDIAN VILLAGE as to the divisions, limitations, restrictions, covenants and conditions, and hereby joins in and agrees that the described property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration, which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of INDIAN VILLAGE and their respective successors, heirs, executors, administrators and assigns.

Dated this 13 day of AUGUST, 1985.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Leitta S. Tallo
Mark Rodriguez

CAPITAL CITY FIRST
NATIONAL BANK
BY: Mark C. Rodrigue
TITLE: Comm. LOAN OFFICER

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME personally came and appeared MARK L. SIMPSON, as Comm. LOAN OFFICER of Capital City First National Bank, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 13th day of AUGUST, 1985.

Leitta S. Tallo
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires Aug. 25 1987
Bounded Thru Terry, Tolson, Johnson, Inc.

THIS INSTRUMENT WAS PREPARED BY:

W. KIRK BROWN
Attorney at Law
313 Williams Street, Suite Two
Post Office Box 4075
Tallahassee, FL 32315-4075

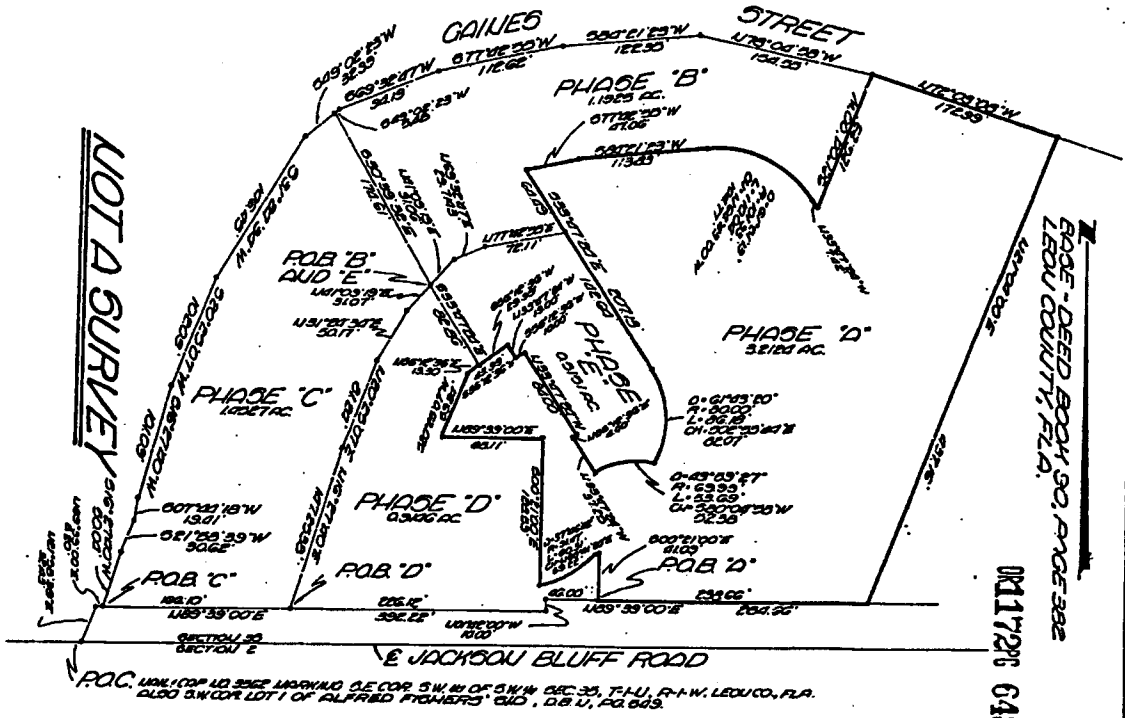
PLAT OF DESCRIPTION OF
 PHASE 'A' OF
 INDIVIDUAL VILLAGES
 UNRECORDED
 FOR R & R
 DEVELOPMENT



POOLE ENGINEERING CO., INC.
 architects • engineers • surveyors
 841-A METROPOLITAN CIRCLE
 TALLAHASSEE, FLORIDA 32308
 (904) 588-5111
 DATE: 7-17-85

ALLEN K. NOBLESS
 F.L.A. P.L.S. NO. 5566

EXHIBIT A, PAGE 1



P.O.C. CORNER TO 10 3262 MORNING GLORY SW 1/4 OF SW 1/4 SEC. 20, T-11, R-1-W, LEUCCO, FLA.
 ALSO SW COR LOT 1 OF ALFRED PROMETS' SUB. D.B.U., PG. 643.

PHASE - DEED BOOK 90, PAGE 392
 LEUCCO COUNTY, FLA.
 00117286 643

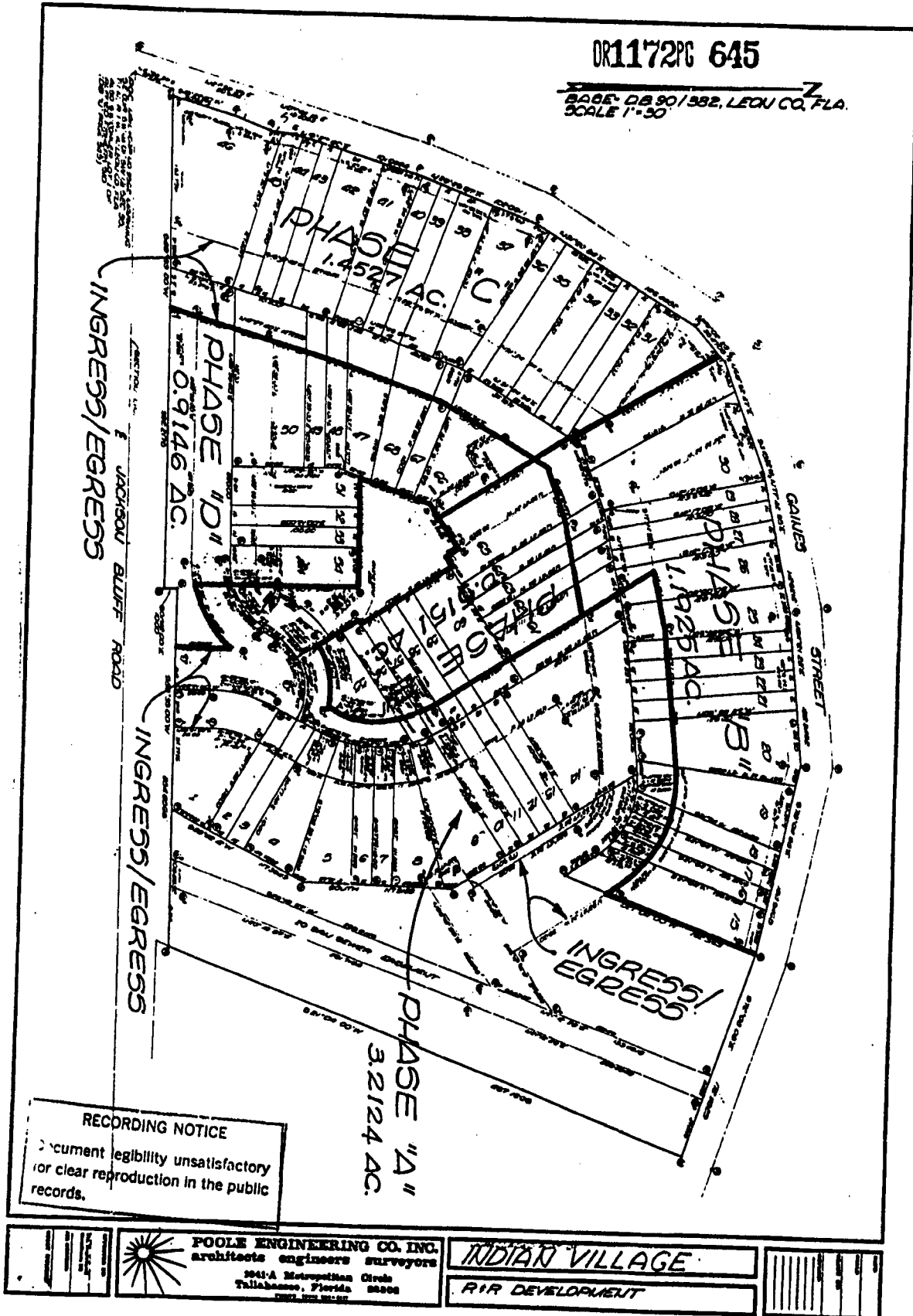
Page 2 of 2
 S84-355
 July 17, 1985

PHASE "A"
 INDIAN VILLAGE

OR1172PG 644

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 392.22 feet; thence continue along said right-of-way North 01 degrees 42 minutes 00 seconds West 10.00 feet; thence continue along said right-of-way North 89 degrees 39 minutes 00 seconds East 46.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 39 minutes 00 seconds East along said right-of-way 238.66 feet; thence leaving said right-of-way North 21 degrees 04 minutes 00 seconds East 437.16 feet to a point on the Southerly right-of-way of Gaines Street; thence North 72 degrees 03 minutes 08 seconds West along said right-of-way 172.99 feet; thence leaving said right-of-way South 21 degrees 04 minutes 00 seconds West 126.23 feet; thence North 33 degrees 47 minutes 24 seconds West 7.42 feet to a point of curve to the left; thence Northwesterly along said curve with a radius of 101.93 through a central angle of 61 degrees 51 minutes 13 seconds, for an arc length of 110.04 feet (chord bears North 64 degrees 43 minutes 00 seconds West 104.77 feet); thence South 84 degrees 21 minutes 23 seconds West 113.83 feet; thence South 77 degrees 42 minutes 55 seconds West 47.06 feet; thence South 33 degrees 47 minutes 24 seconds East 207.13 feet to a point of curve to the right; thence Southerly along said curve with a radius of 80.00 feet; through a central angle of 61 degrees 43 minutes 20 seconds, for an arc length of 86.18 feet (chord bears South 02 degrees 55 minutes 44 seconds East 82.07 feet); thence Westerly along a curve concave to the South with a radius of 69.93 feet, through a central angle of 43 degrees 59 minutes 27 seconds, for an arc length of 53.69 feet (chord bears South 80 degrees 04 minutes 58 seconds West 52.38 feet); thence North 33 degrees 47 minutes 24 seconds West 37.25 feet; thence North 56 degrees 12 minutes 36 seconds East 4.00 feet; thence North 33 degrees 47 minutes 24 seconds West 84.00 feet; thence South 56 degrees 12 minutes 36 seconds West 10.00 feet; thence North 33 degrees 47 minutes 24 seconds West 13.00 feet; thence South 56 degrees 12 minutes 36 seconds West 43.99 feet; thence South 20 degrees 25 minutes 07 seconds West 59.24 feet; thence North 89 degrees 39 seconds 00 seconds East 88.11 feet; thence South 00 degrees 21 minutes 00 seconds East 128.59 feet; thence North-easterly along a curve concave to the Northwest with a radius of 91.47 feet, through a central angle of 37 degrees 46 minutes 42 seconds, for an arc length of 60.31 feet (chord bears North 60 degrees 41 minutes 20 seconds East 59.22 feet); thence South 00 degrees 21 minutes 00 seconds East 41.09 feet to the POINT OF BEGINNING; containing 3.2124 acres, more or less.

EXHIBIT A, PAGE 2



DM1172PG 647

Page 2 of 4
S84-355
May 28, 1985

EASEMENT "A"
INGRESS/EGRESS, PARKING,
DRAINAGE & UTILITY EASEMENT

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 103.42 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 39 minutes 00 seconds East along said Northerly right-of-way boundary 62.68 feet; thence leaving said right-of-way boundary North 16 degrees 27 minutes 40 seconds East 147.25 feet; thence North 20 degrees 25 minutes 07 seconds East 81.24 feet; thence North 31 degrees 24 minutes 34 seconds East 50.17 feet; thence South 33 degrees 47 minutes 24 seconds East 29.78 feet; thence North 56 degrees 12 minutes 36 seconds East 17.00 feet; thence South 33 degrees 47 minutes 24 seconds East 45.00 feet; thence North 56 degrees 12 minutes 36 seconds East 43.00 feet; thence North 33 degrees 47 minutes 24 seconds West 90.92 feet; thence North 69 degrees 32 minutes 47 seconds East 29.71 feet; thence North 77 degrees 42 minutes 55 seconds East 72.11 feet; thence North 82 degrees 22 minutes 47 seconds East 66.85 feet; thence North 84 degrees 21 minutes 23 seconds East 63.34 feet to a point of tangent curve to the right; thence Southeasterly along said curve with a radius of 41.93 feet, through a central angle of 61 degrees 51 minutes 13 seconds, for an arc length of 45.27 feet to a point of tangency; thence South 33 degrees 47 minutes 24 seconds East along said tangent 95.00 feet; thence South 56 degrees 12 minutes 36 seconds West 25.00 feet; thence South 33 degrees 47 minutes 24 seconds East 30.00 feet; thence North 56 degrees 12 minutes 36 seconds East 99.81 feet; thence North 21 degrees 12 minutes 23 seconds East 52.30 feet thence South 56 degrees 12 minutes 36 seconds West 57.69 feet; thence North 33 degrees 47 minutes 24 seconds West 95.00 feet to a point of curve to the left; thence Northwesterly along said curve with a radius of 101.93 feet, through a central angle of 61 degrees 51 minutes 13 seconds, for an arc length of 110.04 feet to a point of tangency; thence South 84 degrees 21 minutes 23 seconds West along said tangent 113.83 feet; thence South 77 degrees 42 minutes 55 seconds West 114.14 feet; thence North 30 degrees 39 minutes 32 seconds West 98.52 feet to the Southerly right-of-way boundary of Gaines Street; thence South 69 degrees 32 minutes 47 seconds West along said right-of-way boundary 55.48 feet; thence South 49 degrees 02 minutes 23 seconds West along said right-of-way 5.48 feet; thence leaving said boundary South 30 degrees 39 minutes 32 seconds East 100.75 feet; thence South 31 degrees 24 minutes 34 seconds West 121.17 feet; thence South 20 degrees 25 minutes 07 seconds West 89.09 feet; thence South 16 degrees 27 minutes 40 seconds West 167.45 feet to the POINT OF BEGINNING; containing 1.4192 acres, more or less.

EXHIBIT A, PAGE 5

Page 3 of 4
 S84-355
 May 28, 1985

EASEMENT "B"
 INGRESS/EGRESS, PARKING,
 DRAINAGE & UTILITY EASEMENT

0011720 648

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 166.10 feet; thence leaving said right-of-way boundary North 16 degrees 27 minutes 40 seconds East 21.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 16 degrees 27 minutes 40 seconds East 62.68 feet; thence North 89 degrees 39 minutes 00 seconds East 101.60 feet; thence South 00 degrees 21 minutes 00 seconds East 10.00 feet; thence North 89 degrees 39 minutes 00 seconds East 78.00 feet to a point of tangent curve to the left; thence Northeasterly along said curve with a radius of 41.47 feet, through a central angle of 22 degrees 41 minutes 42 seconds, for an arc length of 16.43 feet; thence North 00 degrees 21 minutes 00 seconds West 11.16 feet; thence Northeasterly along a curve concave to the Northwest with a radius of 31.47 feet, through a central angle of 24 degrees 26 minutes 35 seconds, for an arc length of 13.425 feet (chord bears North 46 degrees 51 minutes 57 seconds East), to a point of tangency; thence North 34 degrees 38 minutes 53 seconds East along said tangent 16.31 feet to a point of tangent curve to the right; thence Northeasterly along said curve with a radius of 79.93 feet, through a central angle of 23 degrees 12 minutes 16 seconds, for an arc length of 32.37 feet; thence South 33 degrees 47 minutes 24 seconds East 10.00 feet; thence Northeast along a curve concave to the Southeast with a radius of 69.93 feet through a central angle of 43 degrees 59 minutes 27 seconds, for an arc length of 53.69 feet (chord bears North 80 degrees 04 minutes 58 seconds East); thence Northerly along a curve concave to the West with a radius of 80.00 feet, through a central angle of 61 degrees 43 minutes 20 seconds, for an arc length of 86.18 feet, (chord bears North 02 degrees 55 minutes 44 seconds West), to a point of tangency; thence North 33 degrees 47 minutes 24 seconds West along said tangent 142.64 feet; thence North 82 degrees 22 minutes 47 seconds East 66.85 feet; thence South 33 degrees 47 minutes 24 seconds East 29.15 feet; thence South 56 degrees 12 minutes 36 seconds West 10.00 feet; thence South 33 degrees 47 minutes 24 seconds East 84.00 feet to a point of tangent curve to the right; thence Southeasterly along said curve with a radius of 130.00 feet, through a central angle of 62 degrees 29 minutes 36 seconds, for an arc length of 141.79 feet to a point of tangency; thence South 28 degrees 42 minutes 12 seconds West along said tangent 35.47 feet to a point of tangent curve to the left; thence Southwesterly along said curve with a radius of 70.00 feet, through a central angle of 29 degrees 03 minutes 12 seconds, for an arc length of 35.495 feet to a point of tangency; thence South 00 degrees 21 minutes 00 seconds East along said tangent 30.00 feet to the Northerly right-of-way boundary of Jackson Bluff Road; thence South 89 degrees 39 minutes 00 seconds West along said right-of-way boundary 65.00 feet; thence leaving said boundary North 00 degrees 21 minutes 00 seconds West 41.09 feet; thence Southwesterly along a curve concave to the Northwest with a radius of 91.47 feet, through a central angle of 47 degrees 50 minutes 59 seconds, for an arc length of 76.39 feet to a point of tangency; thence South 89 degrees 39 minutes 00 seconds West along said tangent 197.72 feet to the POINT OF BEGINNING; containing 0.8382 acre, more or less.

Page 4 of 4
S84-355
May 28, 1985

EASEMENT "C"
UTILITY EASEMENT

OR1172PG 649

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 392.22 feet; thence continue along said right-of-way boundary North 01 degrees 42 minutes 00 seconds West 10.00 feet; thence continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 215.19 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 21.37 feet; thence leaving said right-of-way boundary North 20 degrees 18 minutes 57 seconds East 251.72 feet; thence North 21 degrees 12 minutes 23 seconds East 200.43 feet to the Southerly right-of-way boundary of Gaines Street; thence North 72 degrees 03 minutes 08 seconds West along said right-of-way boundary 20.03 feet; thence leaving said boundary South 21 degrees 12 minutes 23 seconds West 199.45 feet; thence South 20 degrees 18 minutes 57 seconds West 259.41 feet to the POINT OF BEGINNING; containing 0.2091 acre, more or less.

EXHIBIT A. PAGE 7.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
OR 1179PG 572
INDIAN VILLAGE

WHEREAS, R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, of 710 Richmond Street, Tallahassee, Florida, hereinafter called "Developer," owns in fee simple certain real property located in the County of Leon, State of Florida, described at length in the Declaration of Covenants, Conditions and Restrictions of INDIAN VILLAGE, (hereinafter called Declaration) filed of record in the office of the Clerk of the Circuit Court in and for Leon County, Florida, on August 16, 1985, in Official Records Book 1172, at p. 628, and,

WHEREAS, the Developer still owns and holds all of the described property, and

WHEREAS, the Developer, desires to amend the Declaration described above,

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1) ARTICLE XV, Section 11, is amended to read:

This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90 percent of the lot owners, and subsequently, by an instrument signed by not less than 75 percent of the voting members. Any amendment must be recorded in the public records of Leon County, Florida.

2) ARTICLE II, Section 1(3) is amended to read:

(3) the right of the Association to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer, or mortgage shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of each class of members, has been recorded.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions, on this 29th day of August, 1985.

R & R DEVELOPMENT OF
TALLAHASSEE, INC.,
a Florida corporation

Mark C. Rodrigue
MARK C. RODRIGUE, President

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 4 9 38 AM 1985
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

735216

Witnesses:

[Signature]
[Signature]

STATE OF FLORIDA

COUNTY OF LEON

GR1179PC 573

BEFORE ME personally came and appeared MARK C. RODRIGUE, as President of R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument on behalf of R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal on this 29th day of August, 1985.

Carole Cuy Abbott
NOTARY PUBLIC

Expiration Date: 4-24-89

Notary Public, State of Florida
My Commission Expires April 24, 1989
Bonded thru Terry Tele-Investment, Inc.



CONSENT AND JOINDER OF MORTGAGEE

CAPITAL CITY FIRST NATIONAL BANK hereby consents to and joins in the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of INDIAN VILLAGE.

Dated this 29th day of August, 1985

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Mark L. Simpson
Carole Cuy Abbott

CAPITAL CITY FIRST
NATIONAL BANK

BY: Mark L. Simpson
MARK L. SIMPSON
COMMERCIAL LOAN OFFICER



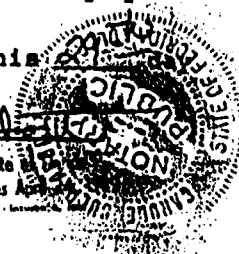
STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME personally came and appeared MARK L. SIMPSON, as Commercial Loan Officer of Capital City First National Bank, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal on this 29th day of August, 1985.

Carole Cuy Abbott
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires April 24, 1989
Bonded thru Terry Tele-Investment, Inc.



THIS INSTRUMENT WAS PREPARED BY:

W. KIRK BROWN
Attorney at Law
Post Office Box 4075
Tallahassee, FL 32315-4075
(904) 222-6128

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

INDIAN VILLAGE

OR1285102065



WHEREAS, R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, of 710 Richmond Street, Tallahassee, Florida, hereinafter called "Owner" or "Developer," owns in fee simple certain real property located in the County of Leon, State of Florida, described at length on Exhibit A, pp. 1-5, attached hereto and made a part hereof, known as Phases B, C, D, and E, and consisting of 54 lots, and the Owner desires to annex the same to the subdivision known as INDIAN VILLAGE;

NOW, THEREFORE, in order to expand the real property described in the Declaration of Covenants, Conditions and Restrictions of INDIAN VILLAGE, filed of record on August 16, 1985, in the office of the Clerk of the Circuit Court in and for Leon County, Florida, in Official Records Book 1172, at p. 628, to include Phases B, C, D, and E, of INDIAN VILLAGE, the Owner hereby submits the real property described on Exhibit A, which is attached hereto and made a part hereof, and all of its interest therein to the subdivision known as INDIAN VILLAGE, and in furtherance thereof, adopts the declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declares and agrees that the said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to the original Declaration as described above, (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the property and their respective successors, heirs, executors, administrators, and assigns).

IN WITNESS WHEREOF, the Owner has executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions, on this 25th day of August, 1987.

R & R DEVELOPMENT OF TALLAHASSEE,
INC., a Florida corporation

Mark C. Rodrigue
MARK C. RODRIGUE, PRESIDENT

ATTEST: Sara A. Rodrigue
SARA A. RODRIGUE
SECRETARY-TREASURER

818077
RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
OCT 9 3 36 PM '87
PAUL F. PLYSFIELD
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF LEON

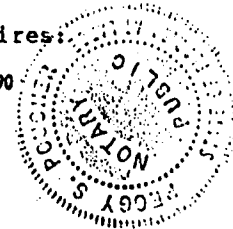
DR1285102066

BEFORE ME, the undersigned authority, personally came and appeared MARK C. RODRIGUE and SARA A. RODRIGUE, as President and Secretary-Treasurer, respectively, of R & R DEVELOPMENT OF TALLAHASSEE, INC., a Florida corporation, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and after being duly sworn, they acknowledged to and before me that they executed said instrument on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal on this 25th day of August, 1987.

Peggy S. Toucher
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:
Notary Public, State of Florida
My Commission Expires May 1, 1990
Bonded Three Troy Fair - Insurance Inc.



(S E A L)

THIS INSTRUMENT WAS PREPARED BY:

W. Kirk Brown
W. KIRK BROWN, P.A.
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313 Williams Street, Suite Two
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PHASE "B"

INDIAN VILLAGE

OR1285102068

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 81 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 166.10 feet; thence leaving said right-of-way North 16 degrees 27 minutes 40 seconds East 147.25 feet; thence North 20 degrees 25 minutes 07 seconds East 81.24 feet; thence North 31 degrees 24 minutes 34 seconds East 50.17 feet; thence North 41 degrees 09 minutes 19 seconds East 31.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 41 degrees 09 minutes 19 seconds East 31.06 feet; thence North 69 degrees 32 minutes 47 seconds East 29.71 feet; thence North 77 degrees 42 minutes 55 seconds East 72.11 feet; thence North 33 degrees 47 minutes 24 seconds West 64.43 feet; thence North 77 degrees 42 minutes 55 seconds East 47.06 feet; thence North 84 degrees 21 minutes 23 seconds East 113.83 feet to a point of curve to the right; thence Southwesterly along said curve with a radius of 101.93 feet, through a central angle of 61 degrees 51 minutes 13 seconds, for an arc length of 110.04 feet (chord bears South 64 degrees 43 minutes 00 seconds East 104.77 feet); thence South 33 degrees 47 minutes 24 seconds East 7.42 feet; thence North 21 degrees 04 minutes 00 seconds East 126.23 feet to the Southerly right-of-way boundary of Gaines Street; thence along said Southerly right-of-way boundary as follows: North 78 degrees 04 minutes 58 seconds West 154.55 feet; thence South 84 degrees 21 minutes 23 seconds West 122.35 feet; thence South 77 degrees 42 minutes 55 seconds West 112.62 feet; thence South 69 degrees 32 minutes 47 seconds West 94.19 feet; thence South 49 degrees 02 minutes 23 seconds West 5.48 feet; thence leaving said Southerly right-of-way boundary South 30 degrees 39 minutes 32 seconds East 174.61 feet to the POINT OF BEGINNING; containing 1.1925 acres more or less.

EXHIBIT A, PAGE 2 OF 5

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884-355
July 17, 1985

PHASE "C"
INDIAN VILLAGE

0A1285(2069

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way) which is the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 166.10 feet; thence leaving said right-of-way boundary North 16 degrees 27 minutes 40 seconds East 147.25 feet; thence North 20 degrees 25 minutes 07 seconds East 81.24 feet; thence North 31 degrees 24 minutes 34 seconds East 50.17 feet; thence North 41 degrees 09 minutes 19 seconds East 31.07 feet; thence North 30 degrees 39 minutes 32 seconds West 174.61 feet to the Southeasterly right-of-way boundary of Gaines Street; thence along said right-of-way boundary as follows: South 49 degrees 02 minutes 23 seconds West 32.99 feet; thence South 31 degrees 24 minutes 34 seconds West 146.45 feet; thence South 20 degrees 25 minutes 07 seconds West 102.03 feet; thence South 16 degrees 27 minutes 40 seconds West 101.09 feet; thence leaving said right-of-way boundary South 07 degrees 44 minutes 18 seconds West 19.41 feet; thence South 21 degrees 58 minutes 39 seconds West 30.62 feet to the Easterly right-of-way boundary of Gaines Street; thence South 16 degrees 27 minutes 40 seconds West along said right-of-way boundary 50.04 feet to the POINT OF BEGINNING. containing 1.4522 acres more or less.

EXHIBIT A, PAGE 3 OF 5

Page 2 of 2
884-355
July 17, 1985

PHASE "D"
INDIAN VILLAGE

OR1285PC2070

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 89 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 166.10 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 39 minutes 00 seconds East along said right-of-way boundary 226.12 feet; thence continue along said right-of-way boundary North 01 degrees 42 minutes 00 seconds West 10.00 feet; thence continue along said right-of-way boundary North 89 degrees 39 minutes 00 seconds East 46.00 feet; thence leaving said right-of-way boundary North 00 degrees 21 minutes 00 seconds West 41.09 feet; thence Southwesterly along a curve concave to the Northwest with a radius of 91.47 feet, through a central angle of 37 degrees 46 minutes 42 seconds, for an arc length of 60.31 feet (chord bears South 60 degrees 41 minutes 20 seconds West 59.22 feet); thence North 00 degrees 21 minutes 00 seconds West 128.59 feet; thence South 89 degrees 39 minutes 00 seconds West 88.11 feet; thence North 20 degrees 25 minutes 07 seconds East 59.24 feet; thence North 56 degrees 12 minutes 36 seconds East 13.30 feet; thence North 33 degrees 47 minutes 24 seconds West 82.86 feet; thence South 41 degrees 09 minutes 19 seconds West 31.07 feet; thence South 31 degrees 24 minutes 34 seconds West 50.17 feet; thence South 20 degrees 25 minutes 07 seconds West 81.24 feet; thence South 16 degrees 27 minutes 40 seconds West 147.25 feet to the POINT OF BEGINNING; containing 0.9146 acre, more or less.

EXHIBIT A, PAGE 4 OF 5

PHASE "E"

INDIAN VILLAGE

0R1285PC2071

COMMENCE at a nail and cap (R.L.S. No. 3562) marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Leon County, Florida, said corner also being the Southwest corner of Lot 1 of Alfred Fisher's Subdivision as recorded in Deed Book "N" at Page 549 of the Public Records of Leon County, Florida, and run North 21 degrees 58 minutes 39 seconds East along the Westerly boundary of said Lot 1 a distance of 32.43 feet to the Northerly right-of-way of Jackson Bluff Road (60 foot right-of-way); thence run North 8 degrees 39 minutes 00 seconds East along said right-of-way, parallel to the South boundary of Section 35 for a distance of 5.20 feet to a concrete monument marking the Easterly right-of-way of Gaines Street (50 foot right-of-way); thence continue North 89 degrees 39 minutes 00 seconds East along the Northerly right-of-way boundary of Jackson Bluff Road 166.10 feet; thence leaving said right-of-way boundary North 16 degrees 27 minutes 40 seconds East 147.25 feet; thence North 20 degrees 25 minutes 07 seconds East 81.24 feet; thence North 31 degrees 24 minutes 34 seconds East 50.17 feet; thence North 41 degrees 09 minutes 19 seconds East 31.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 41 degrees 09 minutes 19 seconds East 31.06 feet; thence North 69 degrees 32 minutes 47 seconds East 29.71 feet; thence North 77 degrees 42 minutes 55 seconds East 72.11 feet; thence South 33 degrees 47 minutes 24 seconds East 142.64 feet to a point of curve to the right; thence Southerly along said curve with a radius of 80.00 feet, through a central angle of 61 degrees 43 minutes 20 seconds, for an arc length of 86.18 feet (chord bears South 02 degrees 55 minutes 44 seconds East 82.07 feet); thence Westerly along a curve concave to the Southerly with a radius of 69.93 feet, through a central angle of 43 degrees 59 minutes 27 seconds, for an arc length of 53.69 feet (chord bears South 80 degrees 04 minutes 58 seconds West 52.38 feet); thence North 33 degrees 47 minutes 24 seconds West 37.25 feet; thence North 56 degrees 12 minutes 36 seconds East 4.00 feet; thence North 33 degrees 47 minutes 24 seconds West 84.00 feet; thence South 56 degrees 12 minutes 36 seconds West 10.00 feet; thence North 33 degrees 47 minutes 24 seconds West 13.00 feet; thence South 56 degrees 12 minutes 36 seconds West 29.99 feet; thence North 33 degrees 47 minutes 24 seconds West 82.86 feet to the POINT OF BEGINNING; containing 0.5151 acre, more or less.

EXHIBIT A, PAGE 5 OF 5