

REC. 907 PAGE 948

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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.  
IN THE BOOK & PAGE IND.

SEP 12 10 07 AM 1978

DECLARATION OF COVENANTS AND RESTRICTION

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

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restriction, made and entered into this 29 day of August, A. D. 1978, by Davis D. Smith, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described by legal description attached hereto as Exhibit "A", and desires to place a certain restriction upon said property in order to assure orderly development thereof.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" shall be held, transferred, sold and conveyed, and occupied subject to the covenants, restriction and easements hereinafter set forth:

1. The Property shall be used only for those purposes allowed within the use designation of the applicable zoning classification of the Leon County Zoning Ordinances as now are in effect or as said ordinances may be amended in the future.

2. There may be constructed no more than two (2) entrances from U.S. No. 27 North to the property, which entrance roads shall not exceed eighty (80) feet in width. These entrance roads shall be located in accordance with the requirements of both the Leon County Engineering Department and the Florida Department of Transportation.

3. These Covenants and Restriction shall run with the land and shall be enforceable by the Developer or purchasers of the property covered by these Covenants and Restriction for a period of thirty (30) years from the date of recording of this Declaration.

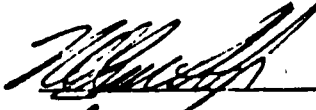

4. Enforcement of these Covenants and Restriction shall be by any proceeding, at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages,

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and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. These Covenants and Restriction may be amended from time to time by the Developer by appropriate written instrument recorded in the Public Records of Leon County, Florida, written approval from the Leon County Engineering Department of the Florida Department of Transportation or the Leon County Planning Department or any governing agency that may be affected by such change shall be a part of the written instrument recorded in the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, said Developer has caused this instrument to be signed this 29 day of August, A. D. 1978.

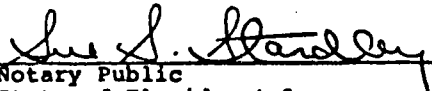
  
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Witnesses

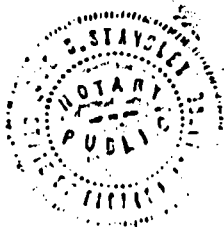
  
\_\_\_\_\_  
DAVIS D. SMITH

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME personally appeared DAVIS D. SMITH, to me well known, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to and before me that he executed such instrument for the purposes therein expressed.

WITNESS my hand and official seal this 28 day of August, A. D. 1978.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
6-21-79  
My commission expires: Notary Public, State Of Florida At Large  
My Commission Expires June 21, 1979  
Bonded By Reserve Insurance Co.



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EXHIBIT "A"

66-219  
6590

LEGAL DESCRIPTION (FOR REZONING PURPOSES ONLY)  
"A-2" TO "C-2"

Commence at a concrete monument marking the Southeast corner of the Northeast Quarter of Section 5, Township 1 North, Range 1 West, Leon County, Florida, (said concrete monument being located South 02 degrees 02 minutes 25 seconds East 2630.26 feet from a concrete monument marking the Northeast corner of said Section 5), and run thence South 02 degrees 02 minutes 25 seconds East along the Section Line 371.24 feet to the Southeasterly right-of-way boundary of U.S. No. 27, thence North 34 degrees 00 minutes 25 seconds West along said Southwesterly right-of-way boundary 1416.24 feet, thence South 53 degrees 40 minutes 09 seconds West along a fence line 738.95 feet to a 2 inch iron pipe, thence continue South 53 degrees 40 minutes 09 seconds West 607.01 feet to the Northeasterly right-of-way boundary of the Old Bainbridge Road (State Road No. 157), said point also lying on a curve concave to the Southwesterly, thence Northwesterly along said right-of-way curve with a radius of 1110.54 feet, through a central angle of 23 degrees 11 minutes 10 seconds, for an arc distance of 477.72 feet, (chord of said arc being North 47 degrees 36 minutes 53 seconds West 472.47 feet), thence North 61 degrees 27 minutes 08 seconds West along said Northeasterly right-of-way boundary of 1251.09 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 5512.50 feet, through a central angle of 04 degrees 12 minutes 04 seconds, for an arc distance of 404.18 feet, thence North 65 degrees 39 minutes 12 seconds West along said Northeasterly right-of-way boundary 91.98 feet thence leaving said Northeasterly right-of-way boundary run North 00 degrees 15 minutes 23 seconds West 741.57 feet, thence North 46 degrees 52 minutes 34 seconds East along a fence line and a projection thereof a distance of 1137.14 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 46 degrees 52 minutes 34 seconds East along said fence line a distance of 500.00 feet to the Southwesterly right-of-way boundary of said U.S. No. 27, thence North 43 degrees 12 minutes 25 seconds West along said Southwesterly right-of-way boundary 1040.13 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 11559.20 feet, through a central angle of 03 degrees 08 minutes 51 seconds for an arc distance of 635.00 feet, thence leaving the Southwesterly right-of-way boundary of said U.S. No. 27, run thence South 32 degrees 32 minutes 57 seconds West 260.44 feet; thence run South 04 degrees 37 minutes 38 seconds West 357.35 feet, thence run South 42 degrees 12 minutes 25 seconds East 1370.00 feet to the POINT OF BEGINNING; containing 15.00 acres, more or less.

RECORDING NOTICE

Document legibility unsatisfactory  
for clear reproduction in the public  
records.

OR 1773 PG 0581

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKESIDE SUBDIVISION

RECORDED IN PUBLIC RECORDS OF LEON COUNTY, FLORIDA  
NOV 7 12 53 PM '94  
1328356

THIS CORRECTIVE DECLARATION is made and executed this 1st day of November, 1994, by Capital First, Inc., a Florida Corporation, 7118 Beech Ridge Trail, Tallahassee, Florida 32312, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association shall mean and refer to the Lakeside Homeowners' Association of Tallahassee, Inc., a Florida non-profit corporation. its successors and assigns.

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

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

Section 4. "Plat of Lakeside" shall mean and refer to the plat of Lakeside, a subdivision, to be recorded in the Public Records of Leon County, Florida.

Section 5. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the easements described in this Declaration and any areas depicted on the Plat of Lakeside as Common Areas which have not been dedicated and accepted by the local governmental authority. The Declarant shall deed any Common Areas to the Association on or before such time as seventy percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 6. "Lot" shall mean and refer to each lot designated on the Plat of Lakeside.

Section 7. "Declarant" shall mean and refer to Capital First, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as the context may require.

This instrument prepared by:  
Mark A. Conner  
7118 Beech Ridge Trail  
Tallahassee, Florida 32312

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ARTICLE II  
PROPERTY RIGHTS

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

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

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage signed by two-thirds (2/3) of each class of members has been recorded.

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

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member shall be the Declarant, his successors or assigns. The Class B membership shall be entitled to cast three votes for each Lot in which he holds the interest required for membership; provided that the Class B membership shall cease and become converted to Class A membership when seventy-five percent (75%) of the Lots are owned by persons or entities other than Declarant, or on January 1, 1996, or upon the expiration of five (5) years from the date of the recording of the Declaration of Covenants and Restrictions, whichever occurs first.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

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assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XVIV of this Declaration.

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

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the assessment for the previous year without a vote of the membership. Payment of the first years dues shall not be pro-rated and the payment of \$75.00 shall be made in full when the lot is first purchased from Capital First, Inc.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIV of this Declaration, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice

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of the annual assessment shall be sent to every Owner subject thereto. The due date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgage in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V EASEMENTS

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes as depicted on the Plat of Lakeside.

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

Section 3. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

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**ARTICLE VI  
ARCHITECTURAL CONTROL**

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of four (4) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be Jennifer Land, Albert J. Conner, Jr., and Mark A. Conner who shall serve until all Lots are sold and transferred by the Declarant. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
- (5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper

development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

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- (1) Harmony of exterior design with the existing or proposed improvements to the Lot.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

#### ARTICLE VII LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee. All homes must have 40% brick or stucco on the front elevation only; lapped siding is approved for the other three sides.

#### ARTICLE VIII SUBDIVISION OF LOT

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

#### ARTICLE IX DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,400 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 800 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least 1,400 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

#### ARTICLE X BUILDING, DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural

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Committee, provided, however, no building shall be located on any Lot: nearer than twenty (20) feet to the front Lot line; nearer than twenty-five (25) feet to the rear Lot line, or five (5) feet to each side lot line. For the purpose of this Article, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior Lot line except a back-up or turn-around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be metal or located nearer to the front Lot line than the rear of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VII of this Declaration. The detached single-family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

**ARTICLE XI  
GARAGES AND CARPORTS**

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

**ARTICLE XII  
NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**ARTICLE XIII  
TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

**ARTICLE XIV  
SIGNS**

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

**ARTICLE XV  
ANIMALS AND CROPS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic

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dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VII of this Declaration. All pets shall at all times be confined within the Owner's dwelling; securely on a leash; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

**ARTICLE XVI  
RADIO AND TELEVISION ANTENNA,  
SPORTS EQUIPMENT AND TANKS**

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

**ARTICLE XVII  
MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

**ARTICLE XVIII  
EXTERIOR MAINTENANCE**

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

**ARTICLE XIX  
BOATS, TRAILERS,  
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane

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or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

**ARTICLE XX  
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XXI  
VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

**ARTICLE XXII  
GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

**ARTICLE XXIII  
GENERAL PROVISIONS**

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

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

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits,

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obligations and duties as the Owners of the Lots described in this Declaration.

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

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 6. FHA/VA APPROVAL. As long as there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

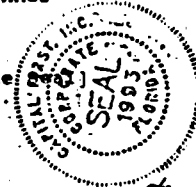
WITNESSES:

Anne F. Dechman  
[Signature]  
[Signature]  
Therese Keegan

CAPITAL FIRST, INC., a Florida Corporation

By [Signature]  
Mark A. Conner  
President

[Corporate Seal]

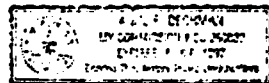


STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of November, 1994, by Mark A. Conner as President of Capital First, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

[Signature]  
Notary Public

Anne F. Dechman  
My Commission Expires 4/6/97



OR 1778 PG 0763

1332994

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO., FLA.

NOV 30 1 30 PM '94

This instrument prepared by:  
W. Crit Smith, Esquire  
Susan S. Thompson, Esquire  
3520 Thomasville Road, 6th Flr.  
Tallahassee, Florida 32308-3480

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LAKESIDE SUBDIVISION**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Lakeside Subdivision made on the 30 day of November, 1994, by Capital First, Inc., a Florida corporation, 7118 Beech Ridge Trail, Tallahassee, Florida 32312, amends those certain Restrictive Covenants recorded in O.R. Book 1773, Page 0581 of the public records of Leon County, Florida as follows:

1. Exhibit "A" referred to in the initial Declaration is attached hereto and by reference made a part hereof.
2. Article IV, Section 2 is amended to read as follows:  

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XVIII of this Declaration.
3. Article IV, Section 6 is amended to read as follows:  

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.
4. Article XV is amended to read as follows:

OR 1778 PG 0764

ARTICLE XV  
ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for an commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VII of this Declaration. All pets shall at all times be: confined within the Owner's dwelling; securely on a leash; or otherwise controlled in a manner consistent with applicable city and/or county ordinances. There shall be no planting or maintenance of crops, vegetables or other ornamental plants except for approved landscaping and except for domestic purpose. No garden area for crops or vegetables shall be visible from any street.

5. Article XXIII, Section 5 is amended to read as follows:

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

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twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended at any time at the Declarant's discretion until such time as the Declarant sells the last lot in the development. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the property owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

CAPITAL FIRST, INC., a Florida corporation

BY: *[Signature]*  
MARK A. CONNER, President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17th day of November, 1994, by MARK A. CONNER as President of Capital First, Inc. who is personally known to me and who (did/did-not) take an oath.

*[Signature]*  
NOTARY PUBLIC  
*[Signature]*  
J. L. Brown

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Commence at a concrete monument marking the Northeast corner of Section 5, Township 1 North, Range 1 West, Leon County, Florida, and run thence South 89 degrees 39 minutes 42 seconds West 2886.29 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence North 46 degrees 52 minutes 34 seconds East along a fence line and a projection thereof 548.23 feet to a concrete monument on the Southeastery right of way boundary of said U.S. No. 27, thence North 43 degrees 12 minutes 27 seconds West along said Southeastery right of way boundary 1041.32 feet to a concrete monument and the point of a curve concave to the Northeast, thence Northwestery along said right of way curve with a radius of 11559.20 feet, through a central angle of 05 degrees 38 minutes 18 seconds, for an arc distance of 1137.49 feet (the chord of said arc bears North 40 degrees 25 minutes 05 seconds West 1137.03 feet) to a concrete monument, thence North 37 degrees 33 minutes 55 seconds West along said Southeastery right of way boundary 57.31 feet to Lake Jackson, thence Southerly along said Lake Jackson as follows: South 07 degrees 59 minutes 08 seconds East 123.85 feet, thence South 24 degrees 50 minutes 10 seconds West 243.08 feet, thence South 30 degrees 04 minutes 17 seconds West 368.14 feet, thence South 19 degrees 03 minutes 31 seconds West 293.91 feet, thence South 84 degrees 32 minutes 12 seconds East 128.65 feet, thence South 26 degrees 58 minutes 08 seconds East 257.54 feet, thence South 42 degrees 36 minutes 02 seconds West 194.81 feet, thence South 30 degrees 00 minutes 18 seconds West 155.49 feet, thence South 05 degrees 01 minutes 10 seconds East 120.83 feet, thence South 27 degrees 43 minutes 02 seconds West 130.16 feet, thence South 18 degrees 17 minutes 30 seconds East 184.87 feet, thence South 22 degrees 38 minutes 24 seconds East 328.16 feet to a concrete monument, thence South 01 degrees 17 minutes 46 seconds East 638.17 feet to a concrete monument, thence leaving said Lake Jackson run South 84 degrees 06 minutes 22 seconds East 518.00 feet, thence North 00 degrees 17 minutes 39 seconds West 40.77 feet to a concrete monument, thence North 46 degrees 52 minutes 34 seconds East along a fence line and a projection thereof 1088.36 feet to the POINT OF BEGINNING, containing 63.40 acres, more or less.

The foregoing described property being a part of Government Lots 2 and 4 in Section 32, Township 2 North, Range 1 West and is also a part of Government Lots 1, 2 and 3 in Section 5, Township 1 North, Range 1 West, and also a part of Lake Jackson Drive, a subdivision as per map or plat thereof recorded in Plat Book 2, page 55 of the Public Records of Leon County, Florida.

OR 1794 PG 2115

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LAKESIDE

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants, Conditions and Restrictions for Lakeside, recorded in Official Records Book 907, Page 948; Official Records Book 1773, Page 581; and Official Records Book 1778, Page 763, heretofore made and entered into on the 7<sup>th</sup> day of February, 1995, in Leon County, Florida, is executed and entered into by CAPITAL FIRST, INC., hereinafter referred to as "Declarant", and whose address is 7118 Beech Ridge Trail, Tallahassee, Florida 32312;

ARTICLE XXIII, Section 5. Amendment. shall provide as follows:

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the Owners of all Lots and the holders of all first mortgages encumbering the lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended at any time at the Declarant's discretion until such time as the Declarant sells the last lot in the development. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the property owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment.

Any amendment must be recorded. As long as there is Class B membership, annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the restrictive covenants, requires prior approval of HUD/VA.

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

Witnesses:

CAPITAL FIRST, INC.

[Signature]  
Signature

By: [Signature]  
MARK A. CONNER, President.

[Signature]  
Printed Name

[Signature]  
Signature

[Signature]  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 1995, by MARK A. CONNER, as President of CAPITAL FIRST, INC. (who is personally known to me/produced N/A ~~as identification~~) and who (~~did~~/did not) take an oath.



[Signature]  
NOTARY PUBLIC

RECORDED IN THE P  
CLERK CIRCUIT CO  
LEON COUNTY, FLO  
FEB 15 10 09 AM

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