

637579

OR1082PG1535

SEP 16 2:33 PM 1983

RESIDENTIAL AMENDED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR BUCKWOOD SUBDIVISION

THIS AMENDED DECLARATION, made on the date hereinafter set forth by BUCKWOOD DEVELOPMENT, a Florida General Partnership, hereinafter referred to as Developer.

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property in the County of Leon and State of Florida, commonly known as BUCKWOOD SUBDIVISION and desires to create therein a residential subdivision with permanent parks, playgrounds, open spaces, roads, streets, drainage and utility easements, and/or other common facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, roads, streets, drainage and utility easements, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, BUCKWOOD HOMES ASSOCIATION, INC., for the purposes of exercising the functions aforesaid; and

WHEREAS, the Developer caused to be recorded an instrument entitled Residential Declaration of Covenants and Restrictions for Buckwood Subdivision, dated March 3, 1983 in Official Records Book 1056, at pages 1651-1695 of the public records of Leon County, Florida; and

WHEREAS, the Developer is desirous of amending said Declaration;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") and amends the Declaration previously filed to read as follows, superseding the Declaration previously filed to the extent it is inconsistent herewith.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described in Exhibit "A" attached hereto.

## ARTICLE II

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the BUCKWOOD HOMES ASSOCIATION, INC.
- (b) "Board" shall mean and refer to the Board of Directors of the BUCKWOOD HOMES ASSOCIATION, INC.
- (c) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms, carports, canopies, enclosed malls, porches, walls and fences.
- (d) "Common Properties" shall mean and refer to those areas of land and easements described in Exhibit "B" and intended to be devoted to the common use and enjoyment of the owners of The Properties, as well as any property donated to the Association by the Developer.
- (e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXII, Section 1, hereof.
- (f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof.
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. Prior to improvement to the site, "site" shall mean sites (lots) 1 through 53, Tract B, shown on attached Exhibit "C" and sites (lots) 1 through 47, Tract A, on attached Exhibit "D". After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property, whether it is a complete site or part of a multifamily site.
- (i) "The Properties" shall mean and refer to all such existing properties described in Exhibit "A".
- (j) "Committee" shall mean and refer to the Architectural Control Committee.
- (k) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, streets, drainage, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.
- (l) "Homeowner" shall mean the owner of a single unit within a multifamily structure.

## ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by The Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions 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, and against the land to enforce any lien created by these covenants; and failure by 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

## ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of the Owners of seventy-five (75%) percent of the property described in Exhibit "A", the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

## ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

## ARTICLE VI

LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures must be completed in accordance with plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Sites 1 through 53, shown on attached Exhibit "C", may be used for multi-family dwellings. However, sites 1 through 47 shown on attached Exhibit "D" are limited to single-family dwellings.

## ARTICLE VII

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction, unless placed behind the residence in a manner in which it will not be visible from any street.

Except in areas zoned for multi-family use, boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicles be visible from the street which runs in front of the property.

## ARTICLE VIII

ARCHITECTURAL CONTROL

No improvement, as defined herein, 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, size, height, materials, and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land.

## ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Membership. The initial Architectural Control Committee is composed of three members to be appointed by the Developer. After seventy-five (75%) percent of the sites have been sold by the

Developer, all the members of said Committee shall be appointed by the Board of the Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all buildings restriction lines shown. In addition, there shall be submitted to the Committee for approval, a description of materials and such samples of building materials proposed to be used as the Committee shall specify and require.

#### ARTICLE X

##### DWELLING QUANTITY AND SIZE

The total square footage of heated or airconditioned space of any dwelling shall not be less than 1100 square feet in the dwelling constructed on sites 1 through 47 shown on Exhibit "D" and shall not be less than 800 square feet for a 1 bedroom unit, 900 square feet for a 2 bedroom unit or 1000 square feet for a 3 bedroom unit in multi-family units constructed on sites 1 through 53 shown on Exhibit "C".

#### ARTICLE XI

##### BUILDING LOCATION

(a) No building shall be located on any site nearer than thirty-five (35) feet from the front property line. Setback from the rear property line, or side lines shall not be less than the minimum building setback lines specified in Leon County Zoning regulations. In any event, no building shall be located on any site nearer to the front property line, or nearer to any side property line, than specified by the Committee.

(b) No driveway shall be located nearer than 1 foot to an interior property line except a back-up turn-around pad may abut a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the front corner of the residence. No fence shall be located nearer than 2 inches to an interior property line. Common fences may be utilized by agreement of affected owners.

(d) For the purpose of this covenant, 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.

## ARTICLE XII

GARAGES

Each Living Unit, except a multi-family structure, shall have a functional garage or carport attached to the residence. Garages facing the street shall have doors, and carports shall not face the street.

## ARTICLE XIII

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt or similar hard surface that is approved by the Architectural Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion.

## ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

No site 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 the property and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## ARTICLE XV

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in the front or any side of a building.

## ARTICLE XVI

SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent, unless commercial or multi-family property with approval by the Developer.

## ARTICLE XVII

SIGHT DISTANCE AT INTERSECTIONS

No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection.

## ARTICLE XVIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on description in Exhibit "E". Within these easements, no structure, planting or

other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which the Association, a public authority or utility company is responsible.

## ARTICLE XIX

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood.

## ARTICLE XX

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, or maintained for any commercial purpose.

## ARTICLE XXI

NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

## ARTICLE XXII

MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any site which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person. The record owner may, at his option, designate that the occupant of a residential living unit be the member in his stead.

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one-half (1/2) vote for each residential living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developers. The Class B Member shall be entitled to three votes for each site in which it holds the interest required for membership by Section 1. 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 January 1, 1986.

#### ARTICLE XXIII

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every site.

Section 2. Title to Common Properties. Title to the Common Properties shall be vested in the Association by virtue of a conveyance from the Developer prior to the conveyance of any site by the Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and,

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

(e) The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the plat of Buckwood Subdivision, attached as Exhibits "C" and "D", as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to BUCKWOOD HOMES ASSOCIATION, INC., for the common enjoyment of all the residents in Buckwood Subdivision.

#### ARTICLE XXIV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be 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 fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including but not limited to, operation and maintenance of recreation parks, street lights, playgrounds, streets, roads, easements and roadways, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1986, the annual assessment shall be Thirty (\$30.00) Dollars per site. From and after January 1, 1986, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years, and

at the end of each such period of three (3) years for each succeeding period of three (3) years. Any Member, paying the annual dues on or prior to June 1 of the year in which same becomes due, shall be entitled to pay only the sum of Twenty-four Dollars (\$24.00). From and after June 1 of each year, the annual dues shall be Thirty (\$30.00) Dollars. The assessment for any multi-family Living Units shall be one-half (1/2) of the assessment specified herein.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commence of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds issued. Assessments for multi-family structures or units will not commence until completed of the construction of the structures.

Page Eleven - DECLARATION OF COVENANTS AND RESTRICTIONS

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board shall fix the date of the commencement, and the amount of the assessment against each site, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created

shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Sale or transfer of any site or lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such site or lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article II hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 12. Developer covenants that it will bear the expenses of the Association for one (1) year, commencing March 3, 1983.

#### ARTICLE XXV

##### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, in the event an Owner of any site in the Properties shall fail to maintain the premises and the improvements located thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to provide maintenance upon every improved site which is subject to assessment under Article VI hereof. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessments or charge to which such site is subject under Article XXIV hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article XXIV hereof.

#### ARTICLE XXVI

##### PARTY WALLS

Section 1. General Rule of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties which is part of another dwelling unit, shall

constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XXVII

### CREATION OF EASEMENTS

Specific utility easements for each site will be granted by each Homeowner to one another, their heirs, grantees, successors and assigns of each of them over, across, under and through the real property and multi-family structures for utility services in order to properly and adequately serve all areas of real property; provided, however, that such easements through any multi-family structure shall be only according to the plans and specifications or as the multi-family structures are actually constructed unless approved in writing by all Homeowners of the multi-family structure.

(a) The term "utilities" as used herein shall be given a broad meaning and shall include, but not be limited to, an easement for the installation, repair and maintenance of electric, telephone, water, cable television, sanitary sewer lines and facilities, and drainage facilities.

(b) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the real property, which connections or lines or any portions thereof lie in or upon multi-family structures owned by other than the owner of the multi-family structure served by said lines or connections, the Owner of any multi-family structure served by said connection will be granted a specific easement to enter upon such multi-family structure to have the utility companies

enter upon the multi-family structure on the real property in or upon which said connection or lines or any portions thereof shall be or are located to repair, replace and generally maintain said connections or lines as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the real property, which connection or lines serve more than one (1) unit of a multi-family structure, the Homeowner of each such unit served by said connection or lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as service his unit and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the real property, which connections or lines serve but one (1) unit, the Homeowner of such multi-family structure served by said connection or lines shall be entitled to the full use and enjoyment of said connection or lines as service his unit and said Homeowner shall be individually responsible for the maintenance and repair of any individually used connections or lines aforementioned, and be solely responsible for any damages to the other units of said multi-family structure which may arise out of the maintenance and repair of said individually used connections or lines aforementioned.

(c) In addition to the foregoing, each Homeowner, their heirs, grantees, successors and assigns, will be granted a specific easement for ingress and egress for sewer, water, electricity, telephone, cable television, and similar facilities, over, across, under, in and to all areas for furnishing of such benefits and services to the real property owned by each Homeowner. Said easement shall also include the right to use such roadways and pathways as are located on the real property.

ARTICLE XXVIII

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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, the Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, said General Partnership has caused this instrument to be signed in its name by its attorneys-in-fact, this 9th day of August, A.D., 1983.

Signed, sealed and delivered in the presence of:

John A. Sawyer  
Laura M. Barksdale  
 As to Betty G. Harley

John A. Sawyer  
Laura M. Barksdale  
 As to Howard Hoffman

BUCKWOOD DEVELOPMENT

By: Betty G. Harley (SEAL)  
 BETTY G. HARLEY

Howard Hoffman (SEAL)  
 HOWARD HOFFMAN

Its Attorneys-In-Fact

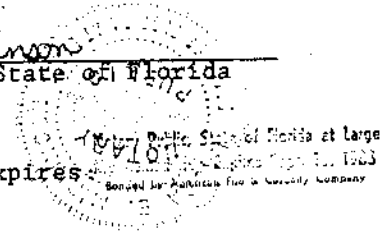
Page Fifteen - DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 1983, by BETTY G. HARLEY, in behalf of Buckwood Development, a Florida General Partnership.

Laura F. Merkinson  
Notary Public, State of Florida  
at Large.

My Commission Expires:

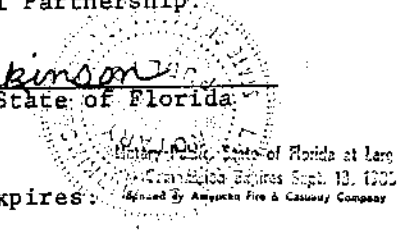


STATE OF FLORIDA  
COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 1983, by HOWARD HOFFMAN, in behalf of Buckwood Development, a Florida General Partnership.

Laura F. Merkinson  
Notary Public, State of Florida  
at Large.

My Commission Expires:



The undersigned with the Developer own in excess of seventy-five (75%) percent of the property described in Exhibit "A" attached to this Amended Declaration and hereby approve the above and foregoing Amended Declaration.

Signed, sealed and delivered in the presence of:

L. Adelle Mortimer

Laura M. Barksdale  
As to Frank Gomez

John P. ...

Laura M. Barksdale  
As to Betty G. Harley

Frank Gomez (SEAL)  
FRANK GOMEZ

Betty G. Harley (SEAL)  
BETTY G. HARLEY

BUCKWOOD HOMES ASSOCIATION, INC.  
By: Betty G. Harley  
BETTY G. HARLEY, Vice President

Edward Miller  
Attest:  
EDWARD MILLER, Secretary



Page Sixteen - DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA  
COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 12th day of September, 1983, by FRANK GOMEZ.

S. Adelle Mortensen  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires June 11, 1987  
I am a Notary Public for Leon County, Fla.

STATE OF FLORIDA  
COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 24th day of August, 1983, by BETTY G. HARLEY.

Laura L. Mirkenson  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires August 11, 1987  
I am a Notary Public for Leon County, Fla.

STATE OF FLORIDA  
COUNTY OF LEON:

Before me, the undersigned authority, personally appeared BETTY G. HARLEY and EDWARD MILLER, Vice President and Secretary, respectively, of BUCKWOOD HOMES ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing and they acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of August, 1983.

Laura L. Mirkenson  
Notary Public, State of Florida  
at Large.

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires August 11, 1987  
I am a Notary Public for Leon County, Fla.

**EDWIN G. BROWN**  
REGISTERED LAND SURVEYOR

OR108201551

COURT HOUSE SQUARE  
POST OFFICE BOX 828

PHONE (904) 924-2616  
CRAWFORDVILLE, FLORIDA 32037

January 21, 1983

BUCKWOOD

OVERALL

Begin at an old iron pipe located at the intersection of the Northerly right-of-way boundary of Buck Lake Road with the West boundary line of Section 23, Township 1 North, Range 1 East, Leon County, Florida and thence run along said Section Line as follows: North 00 degrees 24 minutes 07 seconds West 537.66 feet to a concrete monument, thence run North 00 degrees 17 minutes 51 seconds East 442.78 feet to the Southerly right-of-way boundary of State Road No. 10, thence run North 67 degrees 20 minutes 26 seconds East along said Southerly right-of-way boundary 1345.12 feet, thence leaving said Southerly right-of-way boundary run South 00 degrees 05 minutes 52 seconds East 1501.06 feet to the Northerly right-of-way boundary of said Buck Lake Road, said point lying on a curve concave to the Southerly, thence run Westerly along said Northerly right-of-way boundary and along said curve with a radius of 4307.04 feet, thru a central angle of 09 degrees 14 minutes 24 seconds for an arc distance of 694.59 feet, thence run South 87 degrees 18 minutes 13 seconds West along said Northerly right-of-way boundary 350.16 feet to a point of curve concave to the Northerly, thence run along said Northerly right-of-way boundary and along said curve with a radius of 3997.29 feet, thru a central angle of 02 degrees 50 minutes 42 seconds for an arc distance of 198.48 feet to the POINT OF BEGINNING containing 34.971 acres, more or less.

*Edwin G. Brown*  
EDWIN G. BROWN  
Registered Land Surveyor  
Florida Certificate No. 2919

80-156

EXHIBIT "A"