Upon Recording return to: Kristin A. Gardner Dunlap & Shipman, P.A. 2065 Thomasville Road, Suite 102 Tallahassee, FL 32308

20180067194
THIS DOCUMENT HAS BEEN
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OF
LEON COUNTY FL
BK: 5253 PG:848, Page1 of 77
11/01/2018 at 04:21 PM,

NOTICE OF FILING OF REVIVED DOCUMENTS FOR LINENE WOODS HOMEOWNERS ASSOCIATION, INC.

GWEN MARSHALL, CLERK OF COURT

Pursuant to Section 720.407(1), Florida Statutes, this is to certify that the attached documents are the revitalized governing documents for Linene Woods Homeowners' Association, Inc., following action taken by the membership and approved by the State of Florida's Department of Economic Opportunity:

- 1. Revitalized Declaration of Covenants and Restrictions;
- 2. Revitalized Bylaws;
- 3. Revitalized Articles of Incorporation;
- 4. Revitalized Rules and Regulations;
- 5. Approval letter from the Florida Department of Economic Opportunity dated October 19, 2018.
- 6. Legal descriptions of each of the affected parcels.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officers, on this ______ day of November, 2018.

WITNESSES: Yustin Gardner Name: Kristin Gardner	LINENE WOODS HOMEOWNERS ASSOCIATION, INC. By: Its: President
Hannes Lauren S. Barnard	By:
and Claire K. Mazur, President and Secretary/	Treasurer, respectively, of the Linene Woods Homeowners nown to me or have produced FL drivers license
	Notary Public Print, type or stamp name, commission no. and expiration date:

The original and official copy of this document was recorded with the Leon County Clerk of Court on December 30, 1977. It can be found in the Official Records in Volume 885, Page 2151.

LINENE WOODS REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA, COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Declaration of Covenants and Restrictions made and entered into on this _____ day of ______, 2018, by LINENE WOODS HOMEOWNERS' ASSOCIATION, INC, a Florida Corporation, hereinafter referred to as Association,

WITNESSETH:

WHEREAS, the original developer of the Linene Woods community desired to create facilities, roads and streets, open spaces and other common facilities for the benefit of the said community; and,

WHEREAS, the Association desires to carry on the intent of the original developer and to provide for the continued preservation of the values and amenities in said community and for the maintenance of said drainage easements and facilities, street lights, roads and streets, open spaces, and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto (as provided in Article I) 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, the Association was created as an agency that was delegated and assigned the power of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and,

WHEREAS, the Association is incorporated under the laws of the State of Florida, as a non-profit corporation, LINENE WOODS HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Association re-declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, 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") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. 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 as follows:

Schedule "A" attached hereto and incorporated herein by reference.

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 Linene Woods Homeowners' Association, Inc.
- (b) "Board" shall mean and refer to the Board of Directors of the Linene Woods Homeowners' Association, Inc.
- (c) "Common Properties" shall mean and refer to those areas of land shown on the plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, and shall specifically include all areas designated as green, and as common easements, roads, and drainage facilities on the plats.
- (d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Lot" shall mean and refer to any plot of land shown upon any map of the properties with the exception of Common Properties as heretofore defined.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXXIII, Section I, hereof.
- (h) "Multifamily Structure" shall mean and refer to any building containing two or more living units under one roof except when each such living unit is situated upon its own individual lot.
- (i) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot 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,
- (j) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.

ARTICLE III GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Revitalized Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 and instrument signed by the then-owners of two-thirds of the lots 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 three (3) years 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 a 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 way affect any other provision which shall remain in full force and effect.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Association shall have the right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; and (b) to include in any contract or deed subsequent to this Declaration of Covenants and Restrictions, 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. Otherwise these covenants and restrictions shall be amended as provided by Florida law.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Unit, as more particularly described in ARTICLE I hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, dock, wall or other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted 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 committee composed of three (3) or more representatives appointed by the Board, The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reasons, including purely aesthetic reasons connected with future and development plans of said land or contiguous lands:

ARTICLEVII

ARCHITECTURAL CONTROL COMMITTEE

Membership. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the vacancy shall be filled by appointment in the manner described in ARTICLE VI. 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 thirty (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 a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. These documents will be retained by the committee until completion of construction and issuance of a certificate of occupancy by the proper authority. In addition, there shall be submitted to the Architectural Control Committee for approval of a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require. Construction will not commence until approval in writing is returned to the owner.

ARTICLEVIII

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. 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 shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX

PRESERVATION OF THE NATURAL ENVIRONMENT, LAKES, AND COMMONS AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Commons Areas on plats.

Section 2. The general topography of the landscape, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees, and any and all other unusual features in the Commons Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 3. The Association, its successors and assigns, shall have the right to protect from erosion the land described as Commons Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by the Association. The Association, its successors and assigns shall also have the right to cut firebreaks, cut and remove trees.

Section 4. The Association reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soils, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The Association further reserves the right to locate wells, pumping stations and tanks, treatment plants, and/or other facilities within such Commons Areas. Such rights may be exercised by a licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 5. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Commons Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Commons Areas. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

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Section 6. No large trees of any kind measuring four (4) inches or more in diameter at a height measured four (4) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 7. The original developer expressly reserved to itself, its successors and assigns, every reasonable use and enjoyment of said Commons Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 8. The Association shall have the responsibility to maintain such common areas as required by governmental authorities.

ARTICLE X TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any lot or on any lands shown and/or set aside on the plat as Green Areas at any time, unless approved by the Architectural Control Committee.

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 XI

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Association. The Covenants and Restrictions specified herein shall apply to each such modified building lot or lots so created, and each such lot shall be governed by the provisions of the instant Declaration of Covenants and Restrictions.

ARTICLE XII

DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,400 square feet.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than 1,200 sq. ft. and must be completely finished as living area, and at least 400 sq. ft. of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

The Architectural Control Committee reserves the right to allow variations of square footage per floor if the Committee determines the style of structure is acceptable and in the best interest of LINENE WOODS.

ARTICLE XIII BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines by the Leon County Zoning Ordinance for R-1 Single Family homes. In any event, no building shall be located on any lot nearer than 40 ft. to the front lot line, or nearer than 20 ft. to any side street line.
- (b) No building shall be located nearer than 10 feet to an interior lot line and must be at least 20 ft. from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turnaround pad may be located as near as one foot to a property line.
- (d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line. In any case, any fence must be approved prior to construction.
- (e) For the purposes 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 lot.

ARTICLE XIV EXTERIOR STRUCTURE MATERIALS

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

ARTICLE XV

GARAGES AND CARPORTS

Each living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entrances shall face either a side lot line or the rear lot line. The garage may face may face the front lot line of the property if the garage is enclosed and equipped with doors, or if approved by the Architectural Control Committee. The doors must be constructed of the same materials, paints and stains, as is the wall of the house to provide a visual continuity as an extension of the wall construction of the dwelling.

ARTICLE XVI

OFF-STREET PARKING

Each lot Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the lot. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

ARTICLE XVII

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone or brick, and have a minimum width of thirty (30) inches.

ARTICLE XVIII

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, and limited to, water, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein will not be permitted except upon written approval of the Architectural Control Committee. Electricity shall be run as the supply to the subdivision is run, or underground at the preference of the homeowner.

ARTICLE XIX

WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE XX

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

Whenever an approved sanitary sewer becomes available within 100 ft. of the property, any individual sewage disposal system, device, or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within ninety (90) days thereafter.

ARTICLE XXI 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 the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible from the street and installed in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XXII

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed on the front or any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee.

ARTICLE XXIII MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States Mail Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXIV

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXV

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences, or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXVI SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line

limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXVII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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 lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The original developer reserved unto itself, its successors and assigns, a perpetual alienable releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in, or over ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the developer may cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

ARTICLE XXVIII LIVESTOCK AND POULTRY

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

ARTICLE XXIX 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 lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. 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 XXX NUISANCES

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

Specifically prohibited are motorized vehicles such as mini-bikes or motorcycles run by minors or by others not in the manner as prescribed by the law of the State of Florida or as directed by the Homeowners' Association. There shall be no use of the existing commons areas or gas line easements for any vehicular traffic.

ARTICLE XXXI

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 lot which is subject by 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.

Section 2. Voting Rights.

All owners shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE XXXII PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, 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 lot.

Section 2. Title to Common Properties. The Association has the legal title to the Common Properties.

ARTICLE XXXIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, 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, the payment of taxes are 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 1979, the annual assessment shall be Thirty Dollars (\$30.00) per lot. From and after January 1, 1980, 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 became due, shall be entitled to pay only the sum of Twenty-four (\$24.00). From and after June 1 of each year, the annual dues shall be Thirty Dollars (\$30.00).

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs 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 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 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Sections 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of 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, provided further that the maximum assessments permitted under Sections 3 and 4 hereof shall be not increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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 by the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half 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 Commencement 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.

The assessments for any 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 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot, 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 signing 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 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs 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 thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs 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 place upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessment 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.

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 2 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.

ARTICLE XXXIV EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article 33 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 lot 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 costs of such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is subject under Article 35 hereof, and, as part of such annual assessment or charge, it shall be a lien against said property as theretofore 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 35 hereof.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this ______ of _______, 2018.

LINENE WOODS HOMEOWNERS ASSOCIATION, INC.

(Seal)

Its President

Its Secretary-Treasurer (Seal)

WITNESS:

State of FLORIDA County of LEON

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared William L. Needham and Claire K Mazur, known to me to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that they executed the same as President and Secretary respectively, Linene Woods Homeowners Association, Inc., a Florida corporation, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal in the State and County last aforesaid this _____ day of

___, 2018

Notary Public

My Commission Expires:

JOSEPH FAIRWEATHER
MY COMMISSION # GG 114998
EXPIRES: June 14, 2021
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

A tract or parcel of land lying in Section 12, Township 1 North, Range 1 West, Leon County, Florida, and more particularly described by recent survey as follows:

Regin at the Southeast corner of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Florida, said Southeast corne also being on the South boundary of said Section 12, run thence North 89 degrees 37 minutes 56 seconds East along the section line 853.10 feet to a concrete monument marking the Southwest corner of Lakeshore Estates Unit I, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, run thence along the West boundary of said Lakeshore Estates Unit I as follows:

Run North 01 degrees 31 minutes 21 seconds West 260.45 feet, thence North 15 degrees 46 minutes 47 seconds East 131.76 feet, thence North 08 degrees 50 minutes 26 seconds West 78.59 feet, thence North 15 degrees 16 minutes 22 seconds East 259.30 feet, thence North 31 degrees 51 minutes 40 seconds East 69.22 feet, thence North 14 degrees 18 minutes 20 seconds West 197.27 feet, thence North 02 degrees 01 minutes 52 seconds East 124.83 feet, thence North 08 degrees 56 minutes 08 seconds West 178.83 feet, thence North 29 degrees 06 minutes 46 seconds East 65.76 feet, thence North 20 degrees 56 minutes 32 seconds West 68.29 feet, thence North 54 degrees 13 minutes 28 seconds East 58.73 feet, thence North 19 degrees 44 minutes 28 seconds East 63.41 feet, thence North 45 degrees 04 minutes 28 seconds East 65.24 feet, thence North 16 degrees 08 minutes 44 seconds West 102.23 feet, thence North 40 degrees 42 minutes 10 seconds East 57.09 feet, thence North 23 degrees 56 minutes 52 seconds East 107.65 feet, to a concrete monument, thence leaving the West boundary of said Lakeshore Estates Unit I, run thence North 47 degrees 07 minutes 43 seconds West 15.84 feet, thence North 57 degrees minutes 43 seconds West 15.04 feet, thence North 59 degrees seconds West 184.00 feet, thence North 59 degrees seconds West 62.73 feet, thence North 47 degrees seconds West 240.48 feet, thence North 28 degrees seconds West 254.11 feet, thence North 20 degrees minutes 43 seconds West 254.11 feet, thence North 08 degrees 32 minutes 57 seconds West 244.71 feet, thence North 08 degrees 3/ minutes 3/ seconds West 211.16 feet, thence North 04 degrees 17 minutes 14 seconds West 194.78 feet, thence North 06 degrees 52 minutes 15 seconds West 194.78 feet, thence North 80 degrees 46 minutes 46 seconds West 253.30 feet, thence South 80 degrees 34 minutes 28 seconds West 31.60 feet, thence North 16 degrees minutes 20 seconds West 189.61 feet, thence North 16 degrees seconds West 225.06 feet, thence South 86 degrees 20 minutes 28 seconds West 10.00 feet, thence North 03 degrees 27 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 seconds West 201.01 feet, thence North 86 degrees 28 minutes 32 se 42 minutes 32 seconds Nest 2017.01 feet, thence North 05 degrees 42 minutes 28 seconds East 35.00 feet, thence North 05 degrees 06 minutes 49 seconds West 617.57 feet, thence North 27 degrees 58 minutes 35 seconds West 82.52 feet, thence North 42 degrees 62.52 feet, thence North 42 degrees 19 minutes 45 seconds West 89.70 feet, thence North 69 degrees 17 minutes 50 seconds West 467.78 feet, thence South 00 degree 00 minutes 27 seconds West 684.15 feet, thence South 03 degree 00 minutes 33 seconds West 451.16 feet, thence South 02 degree 23 minutes 22 seconds West 299.54 feet, thence South 01 degree 57 minutes 34 seconds East 350.13 feet, thence South 00 degree 04 minutes 05 seconds West 1682.76 feet, thence South 00 degree 10 minutes 44 seconds West 387.30 feet to the boundary of the uforementioned Kirkwood Unit II, thence North 89 degrees 35 minutes 22 seconds East 365.55 feet, thence South 844.97 fe to the Point of Beginning, containing 96.22 acres, more or les

And also the following described streets and ensements:

DET. 20168

STREET #1

Commence at a concrete monument marking the most Northerly corner of Lot 3, Block B and the most Westerly corner of Lot 2, Block B of Lakeshore Estates Unit I, a subdivison as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, and run thence North 23 degrees 56 minutes 52 seconds East along the Northwest boundary line of said Lot 2, Block B 107.65 feet, thence North 47 degrees 07 minutes 43 seconds West 15.84 feet, thence North 57 degrees 22 minutes 43 seconds West 184.00 feet to the Point of Beginning. 32 minutes 13 seconds East 225.00 feet to the Southwesterly 53 minutes 17 seconds East 225.00 feet to the Southwesterly 53 minutes 43 seconds West along said Right-of-way boundary 64 minutes 43 seconds West along said Right-of-way boundary 62.73 feet, thence South 43 degrees 53 minutes 17 seconds West 225.00 feet, thence South 59 degrees 36 minutes 43 seconds East 225.00 feet, thence South 59 degrees 36 minutes 43 seconds East 225.00 feet, thence South 59 degrees 36 minutes 43 seconds East 225.00 feet, thence South 59 degrees 36 minutes 43 seconds East 225.03 feet to the Point of Beginning.

STREET #2

Commence at a concrete monument marking the most northerly corner of Lot 3, Block B and the most westerly corner of Lot 2, Block B of Lakeshore Estates Unit I, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, and run thence North 23 degrees 56 minutes 52 seconds East along the Northwest boundary line of said Lot 2, Block B 107.65 feet, thence North 47 degrees 07 minutes 43 seconds West 15.84 feet, thence North 57 degrees 32 minutes 43 seconds West 184.00 feet, thence North 59 degrees 36 minutes 43 seconds West 62.73 feet, thence North 47 degrees 36 minutes 43 seconds West 62.73 feet, thence North 47 degrees 364 minutes 43 seconds West 62.73 feet, thence North 47 degrees 54 minutes 43 seconds West 240.48 feet, thence North 28 degrees 16 minutes 43 seconds West 254.11 feet, thence North 20 degrees minutes 45 seconds West 244.71 feet, thence North 08 degrees 32 minutes 57 seconds West 244.71 feet, thence North 04 degrees 17 minutes 14 seconds West 211.16 feet, thence North 04 degrees 17 minutes 14 seconds West 211.16 feet, thence North 06 degrees 52 minutes 15 seconds West 194.78 feet, thence North 06 degree.
46 minutes 46 seconds West 193.24 feet to the Point of Beginning. From said Point of Beginning run thence North 80 degroes 34 minutes 28 seconds East 198.30 feet to the Southwesterly right-of-way boundary of Lakeshore Drive, said Right-of-way boundary also being a curve concave to the Southwesterly, run North and Westerly along said curve and said Right-of-way boundary with a radius of 1115.93 feet through a central angle of 03 degrees 04 minutes 58 seconds for an arc distance of 60.04 feet (the chord of said arc being North 11 degrees 27 minutes 20 seconds West 60.03 feet), thence South 80 degrees 34 minutes 28 seconds West 193.04 feet, thence South 06 degrees 46 minutes 46 seconds East. 60.06 feet to the Point of Beginning.

STREET #3

Commence at the Mortheast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Plorida, and run thence South 89 degrees 35 minutes 22 seconds West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North 00 degrees 10 minutes 44 seconds Fast 165.00 feet to the Point of Beginning. From said Point of Beginning run thence North B9 degrees 49 minutes 16 seconds West 200.00 feet to the County for the North Co. Degrees 10 minutes 44 seconds East along said right-of-way boundary 60.00 feet, thence South 89 degrees 49 minutes 16 seconds East 200.00 feet, thence South 00 degrees 10 minutes 44 seconds East 200.00 feet, thence South 00 degrees 10 minutes 44 seconds West 60.00 feet to the Point of Beginning.

STREET #4

DFF. REED, VOL 885 PG 2169

Commence at the Northeast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Florida, and run thence South 89 degrees 35 minutes 22 seconds West 365.55 feet along the North boundary line of Lots 5, 4, 3 and 2, Block J of said Kirkwood Unit II, thence North 00 degrees 10 minutes 44 seconds East 387.30 feet, thence North 00 degrees 04 minutes 05 seconds East 1682.76 feet, thence North 01 degrees 57 minutes 34 seconds West 145.00 feet to the Point of Beginning. From said point of beginning run thence North 89 degrees 49 minutes 16 seconds West 200.00 feet to the Easterly right-of-way boundary of Robinhood Road, thence North 01 degrees 32 minutes 16 seconds West along said Easterly boundary 60.10 feet, thence South 89 degrees 49 minutes 16 seconds East 199.56 feet, thence South 01 degrees 57 minutes 34 seconds East 60.11 feet to the Point of Beginning.

STREET #5

Commence at the Northeast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, rlorida, and run thence South 89 degrees 35 minutes 22 seconds West 365.55 feet along the North boundary line of Lots 5, 4, 3. West 365.55 feet along the North boundary line of Lots 5, 4, 3 and 2, Block J of said Kirkwood Unit II, thence North 00 degrees 10 minutes 44 seconds East 387.30 feet, thence North 00 degrees 10 minutes 25 coconds East 1692 75 feet thence North 00 degrees 10 minutes 44 seconds East 1682.76 feet, thence North 01 degrees 04 minutes 05 seconds East 1682.76 feet, thence North 02 degrees 57 minutes 34 seconds Nest 350.13 feet, thence North 02 degrees 23 minutes 22 seconds East 299.54 feet, thence North 03 degrees 09 minutes 33 seconds East 451.16 feet, thence North 00 degrees 100 minutes 27 seconds East 451.16 feet, thence North 69 degrees 100 minutes 27 seconds East 684 15 feet thence South 69 degrees 09 minutes 27 seconds East 684.15 feet, thence South 69 degrees
17 minutes 50 seconds East 196.98 feet to the Point of Beginning From said Point of Beginning run thence North 20 degrees 42 minutes 10 seconds East 215.00 feet, more or less, to the South. westerly right-of-way boundary of Lakeshore Drive, thence South 69 degrees 17 minutes 50 seconds East clong said right-of-way boundary 60.00 feet, thence South 20 degrees 42 minutes 10 seconds West 215.00 feet, more or less, whence North 69 degrees 17 minutes 50 seconds West 60.00 feet to the Point of Beginning

ALSO

That certain 30' drainage casement as more particularly described in that certain Ensement recorded in Official Records Book 641, Page 355, public records of Leon County, Florida, bei an easement adjoining the property and being over, under, upon and across the land in Leon County, State of Florida, particula described as:

A 30 foot strip of land lying 15 feet either side of the following described centerline: Commence at a concrete nomine marking the Southwest corner of Section 12, Township 1 North; Range 1 West, Jeon County, Florida, and run thence North 89 degrees 40 minutes 21 seconds East along the Section line 1653 feet to a concrete monument, thence North 01 degree 28 minutes seconds West 260.32 feet to an iron pipe, thence North 15 degr 51 minutes 15 seconds East 131.75 feet to a concrete monument, thence North 08 degrees 25 minutes 44 seconds West 78.77 feet a concrete monument, thence North 15 degrees 14 minutes 'all seconds East 258.87 feet to a concrete monument, thence thereth degrees 56 minutes 28 seconds East 69.22 feet to a constitute monument, thence North 14 degrees 49 minutes 12 seconds West

193.26 feet, thence worth 02 degrees 26 minu is 40 seconds East 129.27 feet to a concrete monument, thence North 08 degrees 51 minutes 44 seconds West 178.85 feet to a concrete monument thence North 29 degrees 10 minutes 32 seconds East 65.94 feet to a concrete monument, thence North 20 degrees 53 minutes 18 seconds West 68.29 feet to a concrete monument, thence North 54 degrees 17 minutes 24 seconds East 58.75 feet to a concrete monument, thence North 19 degrees 40 minutes 06 seconds East 63.46 feet to a concrete monument, thence North 45 degrees 04 minutes 25 seconds East 65.24 feet, thence North 16 degrees 10 minutes 15 seconds West 102.23 feet to a concrete monument, thence North 40 degrees 40 minutes 00 seconds East 57.07 feet to a concrete comment, themes North 23 degrees 55 minutes 55 years 5. Bash 197.53 feet to a concrete promotest, themes Realth 4/ degrees 20 minutes 59 percents West 15.81 feet to an from pipe, thence North 57 degrees 33 minutes 01 seconds West 193.85 feet, thence Morth 59 degrees 37 minutes 08 seconds West 62.68 feet thence North 47 degrees 54 minutes 33 seconds West 240.28 feet, thence North 28 degrees 15 minutes 36 seconds West 253.92 feet, thence North 20 degrees 31 minutes 29 seconds West 244.54 feet, to an iron pipe, thence North 08 degrees 16 minutes 18 seconds West 211.10 feet to an iron pipe, thence North 04 degrees 50 minutes 39 seconds West 194.67 feet, thence North 06 degrees 46 minutes 11 seconds West 253.37 feet, thence South 80 degrees 32 minutes 28 seconds West 31.59 feet, thence North 16 degrees 57 minutes 22 seconds West 189.49 feet, thence North 16 degrees 46 minutes 50 seconds West 224.92 feet, thence South 86 degrees 21 minutes 18 seconds West 10.0 feet to an iron pipe, thence North 03 degrees 26 minutes 51 seconds West 201.20 feet to an iron pipe, thence North 86 degrees 40 minutes 27 seconds East 35.0 feet, thence North 05 degrees 06 minutes 27 seconds West 617.59 feet, thence North 27 degrees 58 minutes 11 seconds West 82.44 feet, thence North 42 degrees 19 minutes 34 seconds West 89.67 feet, thence South 61 degrees 59 minutes 25 seconds West 20.0 feet to the Point of Beginning. From said Point of Beginning run thence North 61 degrees 59 minutes 25 seconds East 20.0 feet, thence North 33 degrees 21 minutes 25 seconds East 220.0 feet to a point in Lakeshore Drive for the terminal point of said centerline.

AND ALSO

That certain strip of land more particularly described in that certain Warranty Deed recorded in Official Records Book 641, Fage 357, public records of Leon County, Florida, more particularly described as follows, to-wit:

Commence at the Morthwest corner of Section 12, Township 1 North; Range 1 West; Leon County, Florida, and run thence South 1150.0 feet, thence East 200.0 feet to the West right-of-way boundary of Robinhood Road, thence South along said west right-of-way boundary 59.33 feet, thence South 87 degrees 43 minutes East 50.04 feet to the East right-of-way boundary of said Robinhood Road, thence North along said East right-ofway boundary 855.75 feet to a concrete monument, thence South r 87 degrees 37 minutes, East 200.17 feet to an iron pipe, thence North -00 degrees 05 minutes 10 Seconds East 199.85 feet to a concrete monument on the Southerly right-of-way boundary of Lakeshore Drive (State Road No. S-63-A) for the Point of Reginning. From said Point of Beginning run thence South 00 degrees 05 minutes 10 seconds West 222.13 feet, thence South 69 degrees 17 minutes 50 seconds East 200.0 feet, thence North 00 degrees 05 minutes 10 seconds East 227.33 feet or to the Southerly rightof-way boundary of said Lakeshore Drive (State Road No. S-63-A), thence Northwesterly along said Southerly night-of-way boundary 200 feet more or less to the Point of Beginning.

Together with all personal property, tangible and intengible, including all machinery, equipment, fittings, fixtures, pipes, conduits, plumbing and contract rights and choses in action now located on or in the property described above.

10:55 AND EXCEPT FROM THE FORECOING PROPERTY the following , described parcel or track of land:

Commande at the Northwest corner of Lot 11, Block "C" of SHERWOOD, a subdivision as per map or plat thereof recorded in Official Records Book 656, Page 267, of the public records of Leon County, Florida, and run; thence South 69°21'10" East along the Rortherly boundary of Block "C", Block "D", and the projection thereof of aforementioned SHERWOOD, a distance of 200.00 feet to the Point of Beginning. From said point of beginning run thence North 00°05'20" East 8.58 feet; thence North 20°42'10" East 206.96 feet more or less to the Southerly right of way boundary of Lakeshore Drive; thence South 69°21'10" East along said Southerly right of way boundary, a distance of 60.00 feet; thence South 20°42'10" West 215.00 feet more or less to the Northerly boundary of aforementioned Block "D" of SHERWOOD; thence North 69°21'10" West along said Northerly boundary 56.98 feet to the Point of Beginning.

Commence at the Northwest corner of Section 12, Township 1 North; Range 1 West, Leon County, Florida, and run thence South 1150.0 feet, thence East 200.0 feet to the West right-of-way boundary of Robinhood Road, thence South along said West right-of-way boundar 59.33 feet, thence South 87 degrees 43 minutes East 60.04 feet to the East right-of-way boundary of said Robinhood Road, thence Northe East right-of-way boundary 855.75 feet to a concrete along said East right-of-way boundary 855.75 feet to a concrete an iron pipe, thence North 00 degrees 05 minutes 05 seconds East 199.85 feet to a concrete monument on the Southerly right-of-way houndary of Lakeshore Drive (State Road No. S-63-A) for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 71 degrees 07 minutes 39 seconds East along said Southerly right-of-way boundary 12.24 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 11429.20 feet, along said right-of-way curve with a radius of 11429.20 feet, and a central angle of 00 degrees 11 minutes 21 seconds, for through a central angle of 00 degrees 11 minutes 21 seconds, for an arc distance of 37.76 feet, thence South 08 degrees 21 minutes 10 seconds East 240.67 feet, thence North 00 degrees 05 minutes 05 seconds East 222.37 feet to the POINT OF BEGINNING.

LINENE WOODS HOME OWNERS ASSOCIATION, INC.

BY-LAWS

ARTICLE I - DEFINITIONS

- 1. The Association as it appears in these By-Laws shall refer to the Linene Woods Home Owners Association, Inc.
- 2. Common properties shall refer to roads, easements, parks, street lights, playgrounds, walks, paths, recreational facilities and other lands, buildings and appurtenances owned by the Linene Woods Home Owners Association, Inc.
- 3. Properties shall refer to those lots numbered by map and lying within the following described lands:

SEE ATTACHED EXHIBIT A

and within such additions thereto as may hereafter be brought into the jurisdiction of this Association by annexation.

ARTICLE II - PURPOSES

The purposes of the Association are to promote the health, safety and welfare of the residents lying within the jurisdiction of the Association, including but not limited to:

- (a) own, operate and maintain common properties.
- (b) supplement municipal services.
- (c) fix assessments to be levied against lot owners.
- (d) enforce all covenatnts and restrictions.

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ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

- (e) pay taxes, if any, on common properties.
- (f) insofar as is permitted by law, to do any other thing that in the opinion of the board of directors will promote public safety, welfare, and the common benefit and enjoyment of the properties.

ARTICLE III - MEMBERSHIP

- 1. The initial directors and officers, and all owners of lots within the subdivision shall have a right to be a member. This includes persons with a joint interest or persons holding a leasehold interest in excess of one year. No person holding merely a security interest shall be a member.
- 2. Members shall be subject to annual payment of assessments which shall be a lien on the members' properties for unpaid amounts as per declaration of covenants.
- 3. Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the board of directors may have his rights as a member suspended, except as to his right to utilize any roadway easement.

ARTICLE IV - VOTING RIGHTS

There shall be two classes of voting rights:

(a) Class A - All owners or holders of leasehold interests in excess of one year, except the developer, shall have a right to cast one vote per lot.

2.

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ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

17 to be (17 17 to be be)

(b) Class B - The developer shall have four votes per lot in which it holds an interest. This class shall cease when the total votes outstanding in Class A equals Class B.

All votes referred to in these By-Laws shall be in accordance with this class voting by lot.

ARTICLE V - RIGHTS AND USE OF COMMON PROPERTIES

- The use and enjoyment of common properties shall be available to all members as per the declaration of covenants.
- 2. Any member may delegate the use of said properties to his family or tenants residing on the property. In the event of such a delegation the member must notify the secretary of the Association in writing of those persons to benefit from the use. Such delegated rights are also subject to suspension as are members' rights.

ARTICLE VI - BOARD OF DIRECTORS, ELECTION, AND POWERS

1. The powers and purposes of the Association shall be exercised by a board of directors. The Board shall consist of three members, elected at the annual Association meeting, who shall call meetings of the Association, appoint officers, establish and levy assessments (with prior notice to members) and adopt and publish rules and regulations for use of common properties and meetings of the Association.

3.

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TALLAHASSEE, FLORIDA

- 2. The board of directors shall be elected by vote of the members of the Association as per Article IV of the Articles by written ballot, and the first three persons with the largest number of votes shall be elected. The terms of directors shall carry over until their successors are duly elected and qualified.
- 3. The nominees for the board of directors shall be submitted to the membership by a nominating committee and from the floor during the annual Association meeting.

ARTICLE VII - NOMINATING COMMITTEE

The nominating committee shall consist of five members, one of whom shall be the President of the Association with the other four members appointed by the board of directors.

ARTICLE VIII - DIRECTOR'S MEETINGS

Director's meetings may be held within or without the State of Florida. Meetings of the Board of Directors shall be held immediately following the annual meeting of the association each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by two of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five days before the meeting, unless each Director shall waive notice thereof before, at, or after the meeting.

ARTICLE IX - OFFICERS

1. This corporation shall have a President, who shall be a director, and a Secretary-Treasurer. They shall be

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ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

chosen by the Board of Directors at the first meeting of the Board of Directors held following each annual meeting of the association, and shall serve until their successors are chosen and qualify. All other officers, agents and factors shall be chosen, serve for successive terms and have such duties as may be determined by the Board of Directors. Any person may hold two or more offices, except that the President may not also be the Secretary-Treasurer. No person holding two or more offices shall sign any instrument in the capacity of more than one office.

- 2. The President shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the Association subject to the directions of the Board of Directors, and shall preside at all meetings of the association and the Board of Directors.
- 3. The Secretary-Treasurer shall have custody of, and maintain all of the corporate records; shall record the minutes of all meetings of the members and Board of Directors; and send out all notices of meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, and shall perform all of the functions of the President in the event of the absence or disability of the

5.

M. Taylor Moore

ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

President. As Treasurer, he shall have custody of all corporate funds and financial records and keep full and accurate accounts of receipts and disbursements and render account thereof at the annual meetings of members and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or President.

ARTICLE X - COMMITTEES

There shall be the following standing committees of the Association:

- 1. Nominating;
- 2. Recreation;
- Maintenance;
- Audit;
- 5. Architectural control.

The committees shall consist of no less than five members with at least one member being a member of the Board of Directors.

ARTICLE XI - ANNUAL MEETING OF THE ASSOCIATION

The annual meeting of the Association shall be held at Tallahassee, Florida, on the 5th day of December, beginning in 1978, provided, however, that the first annual meeting of this Association shall be held on the 5th day of December, 1978, at Tallahassee, Florida.

6.

W. Taylor Moore

TALLAHASSEE, FLORIDA

ARTICLE XII - PROXIES

At any meeting of the Association or any adjournment thereof, any member having the right and entitled to vote thereat may be represented and vote by a proxy appointed by an instrument in writing. In the event that any such instrument shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one be present, that one, shall have all of the powers conferred by the instrument upon all the persons so designated unless the instrument shall otherwise provide.

ARTICLE XIII - BOOKS AND PAPERS

All books and papers of the Association shall be kept by the Secretary, and shall be open to inspection by any member of the Association.

ARTICLE VIX - AMENDMENT TO THE BY-LAWS

These By-Laws may be amended, or repealed wholly or in part, by a majority of the members entitled to vote thereon present at any members' meeting, if first adopted by the Director and notice of the proposed action was included in the notice of the meeting or is waived in wirting by a majority of the members entitled to vote thereon.

The foregoing By-Laws have been approved by a majority of the Board of Directors at the meeting held at Tallahassee, Florida, on December 30, 1977.

7.

W. Taylor Moore

ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

LINENE WOODS HOME OWNERS ASSOCIATION,

Daniel Vøllmer

Secretary

8.

W. Taylor Moore ATTORNEY AT LAW

TALLAHASSEE, FLORIDA

State of Florida

DEPARTMENT OF STATE . DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of LINENE WOODS HOME OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 29, 1977, as shown by the records of this office.

The charter number for this corporation is 841250.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
29th day of December, 1977.

SECRETARY OF STATE

CI-R 101 x-15-77 -



ARTICLES OF INCORPORATION

OF

FILED
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MANASSEL MERS

LINENE WOODS HOME OWNERS ASSOCIATION, INC.

We, the undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, do hereby associate ourselves together to form a non-profit corporation under the laws of the State of Florida.

ARTICLE I

 ${\hbox{{\tt NAME}}}$ OF CORPORATION: The name of this corporation shall be LINENE WOODS HOME OWNERS ASSOCIATION, INC.

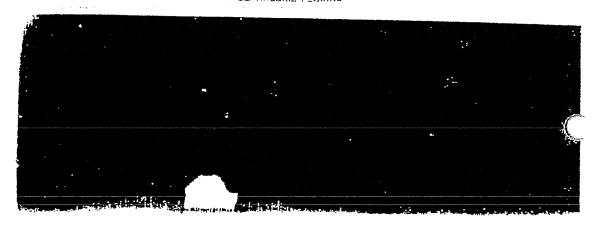
ARTICLE II.

<u>CORPORATION PURPOSES AND POWERS</u>: The purposes of this corporation are to promote the health, safety, and welfare of the residents within the following described property, towit:

SEE ATTACHED EXHIBIT "A"

and such additions thereto as may hereafter be brought unto the jurisdiction of this corporation by annexation as provided in Article VI. More specifically, the corporation may:

W. Taylor Moore



ference to or inference from the terms of any other objects, powers or clauses of this Article or any other Articles; but that the objects and powers specified in each of the clauses in this Article shall be regarded as independent objects and powers.

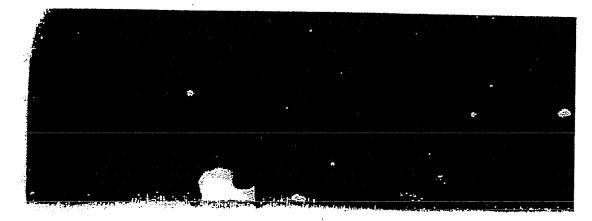
ARTICLE III

MEMBERSHIP AND VOTING RIGHTS:

- l. The initial directors and officers, and all owners of lots within the subdivision shall be a member. This includes persons with a joint interest or persons holding a leasehold interest in excess of one year. No person holding merely a security interest shall be a member.
- 2. Members shall be subject to annual payment of assessments which shall be a lien on the members' properties for upaid amounts as in accordance with a declaration of restrictive covenants or restrictive covenants attached to any deed. This lien shall be subordinate to any first mortgage now or hereafter existing on any lot and placed thereon for the purposes of constructing and financing a residence, and also subordinate to any purchase money mortgage.
- 3. Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the board of directors may have his rights as a member suspended, except as to his right to utilize any roadway easement.

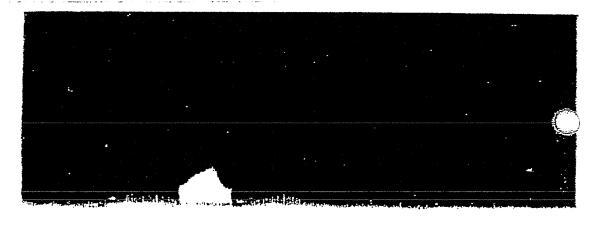
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ATTORNEY AT LAW
TALLAHASSEE, FLORIDA



- (a) acquire, own, manage, improve, develop, and dispose of real and personal property in connection with the operation and maintenance of recreation parks, street lights, playgrounds, streets, roads, easements, roadways and other properties, hereinafter referred to as "common properties".
- (b) construct buildings, pave roads and build sidewalks for use by members and the corporation.
 - (c) provide exterior maintenance for lots.
 - (d) provide garbage and trash collection.
 - (e) maintain unkept lands or trees.
 - (f) supplement municipal services.
- (g) fix assessments to be levied against the properties.
- (h) enforce all covenants, restrictions, and regulations.
- (i) pay taxes, if any, on common properties and facilities.
 - (j) promote public saftey.
- (k) insofar as is permitted by law to do any other thing that in the opinion of the board will promote the common benefit and enjoyment of the properties.
- (1) the intention is that none of the objects and powers as hereinabove set forth, except where otherwise specified in this Article, shall be in anyway limited or restricted by re-

M. Juylor Macore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA



- 4. There shall be two classes of voting rights:
- (a) Class A All owners of lots or holders of leasehold interest in excess of one year, except the developer, LINENEWOODS, INC., shall have a right to cast one vote per lot. Where there are multiple onwers, only one vote per lot shall be cast.
- (b) Class B The developer shall have four votes per lot in which it holds an interest. This class shall cease when the total votes outstanding in Class A equal Class B, and at such time all owners of lots shall be entitled to one vote per lot.

All votes referred to in these Articles are to be in accordance with the above.

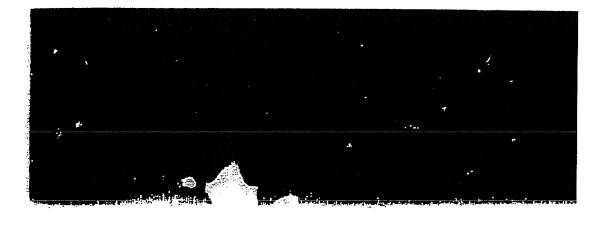
ARTICLE IV

BOARD OF DIRECTORS, TERMS: The Board of Directors shall consist of three persons elected at the annual meeting of the members. The names and post office addresses of the first Board of Directors who, subject to the provisions of the Articles of Incorporation, the By-Laws of this corporation, and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

TERRANCE H. FREGLY

1801 N. Meridian Rd. Tallahassee, Fl.

11. Taylor Moore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA



DANIEL VOLLMER

W. TAYLOR MOORE

1801 N. Meridian Rd. Tallahassee, Fl.

217 John Knox Rd. (Tallahassee, Fl

ARTICLE V

OFFICERS, TERMS: The officers of this corporation will consist of a President and a Secretary-treasurer. The first officers and their addresses are as follows:

President

TERRANCE H. FREGLY

1801 N. Meridian Rd. Tallahassee, Fl.

Sec.-Treas.

DANIEL VOLLMER

1801 N. Meridian Rd. Tallahassee, Fl.

ARTICLE VI

MERGER AND CONSOLIDATION: This corporation may be merged or consolidated with any other existing non-profit corporation with 2/3 vote of the membership.

ARTICLE VII

MORTGAGES AND OTHER INDEBTEDNESSES: The corporation shall have the power to mortgage property and incur other indebtednesses thereon except that such indebtedness shall not exceed five (5) years current assessment without 2/3 vote of the membership.

ARTICLE VIII

 $\underline{\text{QUORUM}}$: A majority of voting membership shall constitute a $\underline{\text{Quorum}}$ for the annual membership meeting.

W. Taylor Moore
ATTORNEY AT LAW
TALLAHASSEE, FLORIDA



	DANIEL VOLLMER	(SE.
	W. TAYLOR MOORE	(SE.
OF FLORIDA) . OF LEON)		
The foregoing instrum	ent was acknowledge before me this	
day of Mesember	, 1977, by TERRANCE H. FREGLY.	
	NOTARY PUBLIC My Commission Expires: 4-2481	
OF FLORIDA) OF LEON)		
The foregoing instrum	ent was acknowledged before me this	
	, 1977, by DANIEL VOLLMER.	
· .	NOTARY PUBLIC My Commission Expires: 4-24-87	
F FLORIDA) OF LEON)		
The foregoing instrume	ent was acknowledged before me this	
day of Chlecenher	, 1977, by W. TAYLOR MOORE.	
	UNI. D.D	

STATE OF FLORIDA) COUNTY OF LEON)

STATE OF FLORIDA > COUNTY OF LEON >

STATE OF FLORIDA) COUNTY OF LEON)

28th day of Thecember

284 day of Glecenter

The foregoing instrument 29th day of Lecenther

NOTARY PUBLIC
My Commission Expires:

W. Taylor Moore ATTORNEY AT LAW
TALLAHASSEE, FLORIDA

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LINENE WOODS

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA, COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into on this 30th day of DECEMBER, A.D. 1977, by LINENE WOODS, INC. a Florida Corporation, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create facilities, roads and streets, open spaces and 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 drainage easements and facilities, street lights, roads and streets, open spaces, and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto (as provided in Article I) 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 power 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 Flordia, as a non-profit corporation, LINENE WOODS HOME OWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied

THIS INSTRUMENT PREPARED BY
W. TAYLOR MOORE
ATTORNEY - AT - LAW
P: 0. Box 507
Tallahassee, Florida 32302

413349
RECORDED IN THE PUBLIC RECORDED IN THE PUBLIC RECORDED IN THE PUBLIC RECORDED TO AT THE CHAPTER A DATE HOTEO PAULE, HASTEFFELD PAUL



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subject to this Declaration is located in Leon County, Florida and is more particularly described as follows:

Schedule "A" attached hereto and incorporated herein by reference.

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 Linene Woods Homeowners' Association, Inc.
- (b) "Board" shall mean and refer to the Board of Directors of the Linene Woods Homeowners' Association, Inc.
- (c) "Common Properties" shall mean and refer to those areas of land shown on the plat of the properties and intended to be devoted to the common use and enjoyment of the owners of the properties, and shall specifically include all areas designated as green, and as common easements, roads, and drainage facilities on the plats.
- (d) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, or storage areas.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Lot" shall mean and refer to any plot of land shown upon any map of the properties with the exception of Common Properties as heretofore defined.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article XXXIII, Section 1, hereof.
- (h) "Multifamily Structure" shall mean and refer to any building containing two or more living units under one roof except when each such living unit is situated upon its own individual lot.
- (i) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot 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.
 - (j) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I, hereof.
 - (k) "Builder Blocks" shall mean and refer to the parcel of land to be subdivided by the Builder into several home lots. These Blocks shall be subject to all restrictions herein and will be sized to allow a maximum number of lots which

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may be utilized as home sites.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 lots 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 three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least niney (90) days in advance of any action

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 a 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 way 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 subsequent to this Declaration of Covenants and Restrictions, 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.

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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 shown on the plat of the aforementioned Unit, as more particularly described in ARTICLE I hereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, dock, wall or other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted 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 committee composed of one(1) or more representatives appointed by the Board, and two (2) or more representatives appointed by the Developers. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reasons, including purely aesthetic reasons connected with future and development plans of the developer of said land or contiguous lands.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of JERROLD R. HINTON, Tallahassee, Flordia; TERRANCE H. FREGLY, Tallahassee, Florida. and a third party to be appointed by the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the vacancy shall be filled by appointment in the manner described in ARTICLE VI. 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 dissapprove within thirty (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 a plot plan showing location and orientation of all buildings, trees, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. These documents will be retained by the committee until completion of construction and retained by the committee until completion of construction and issuance of a certificate of occupancy by the proper authority. In addition, there shall be submitted to the Architectural Control Committee for approval of a description of materials

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and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require. Construction will not commence until approval in writing is returned to the owner.

ARTICLE VIII

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. 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 shown on the plans and specifications approved by the Architectural Control Committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE IX

PRESERVATION OF THE NATURAL ENVIORNMENT, LAKES, AND COMMONS AREAS

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and enhance the natural environment and specifically those certain areas designated as Commons Areas on plats.

Section 2. The general topography of the landscape, as well as distinctive and attractive scenic features such as rock outcrops, the natural vegetation, trees, and any and all other unusual features in the Commons Areas shall be continued in their present condition, subject only to the exceptions noted herein.

Section 3. The Developer, its successors and assigns, shall have the right to protect from erosion the land described as Commons Areas by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Developer. The Developer, its successors and assigns shall also have the right to cut fire breaks, cut and remove trees.

Section 4. The Developer reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment; gas, sewer, water or other public conveniences or utilities in said Green Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soils, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right to locate wells, pumping stations and tanks, treatmentplants, and/or other facilities within such Commons Areas. Such rights may be exercised by an licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Section 5. No dumping, burning, or disposal in any manner of trash, litter, garbage, sewage, woodlands, or any unsightly or offensive material shall be permitted in or upon such Commons

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Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Commons Areas. Fires of any and all kinds shall be prohibited except in designated and controlled areas as specified by the Association.

Section 6. No large trees of any kind measuring four (4) inches or more in diameter at a height measured four (4) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 7. The Developer expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Commons Areas, in a manner not inconsistent with the provisions of this Declaration.

Section 8. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any member or owner any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association.

Section 9. Where the Developer, its successors or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, tool or storage sheds, barn or other outbuilding of any type shall be located on any lot or on any lands shown and/or set aside on the plat as Green Areas at any time, unless approved by the Architectural Control Committee.

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 XI.

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of the said subdivision in order to create

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a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots. The Covenants and Restrictions specified herein shall apply to each such modified building lot or lots so created, and each such lot shall be governed by the provisions of the instant Declaration of Covenants and Restrictions. The developer also reserves the right to sell builder blocks for the express purpose of allowing home builders to construct homes and subdivide said blocks into home lots for the purpose of the construction and sale of single family lots in those blocks by individual Deed Restrictions.

ARTICLE XII

DWELLING QUANTITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches, garages, carpots, and patios shall be not less than 1,400 square feet.

In the event a structure in the aforementioned Unit contains more than one story, the ground floor must contain not less than 1,200 sq.ft. and must be completely finished as living area, and at least 400 sq.ft. of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story dwelling.

The Architectural Control Committee reserves the right to allow variations of square footage per floor if the Committee determins the style of structure is acceptable and in the best interest of LINENE WOODS.

ARTICLE XIII

BUILDING LOCATION

- (a) No building shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines by the Leon County Zoning Ordinance for R-1 Single Family homes. In any event, no building shall be located on any lot nearer than 40 ft. to the front lot line, or nearer than 20 ft. to any side street line.
- (b) No building shall be located nearer than 10 feet to an interior lot line and must be at least 20 ft. from an existing adjacent house. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.
- (c) No driveway shall be located nearer than 5 feet to an interior lot line except a back-up turn-around pad may be located as near as one foot to a property line.
- (d) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than 2 inches to an interior lot line. In any case, any fence must be approved prior to construction.
- (e) For the purposes 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 lot.

ARTICLE XIV

EXTERIOR STRUCTURE MATERIALS

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

OFF. REC. VOL 885: 2158 ARTICLE XV

GARAGES AND CARPORTS

Each living Unit shall have a functional carport or garage attached to the residence which shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport shall present a broken and obscured view from the outside thereof. All garage and carport entances shall face either a side lot line or the rear lot line. The garage may face the front lot line of the property if the garage is enclosed and equipped with doors, or if approved by the Architectural Control Committee. The doors must be constructed of the same materials, paints and stains as is the wall of the hourse to provide a visual continuity as an extension of the wall construction of the dwelling.

ARTICLE XVI

OFF-STREET PARKING

Each lot Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the lot. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

ARTICLE XVII

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or "hot mix" asphalt and have a minimum width of eight (8) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All walkways and sidewalks shall be constructed of concrete, stone or brick, and have a minimum width of thirty (30) inches.

ARTICLE XVIII

UTILITY CONNECTIONS AND TELEVISION ANTENNAS

All house connections for all utilities including, and limited to, water, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed authority in the permitted except upon written approval of the Architectural Control Committee. Electricity shall be run as the supply to the subdivision is run, or underground at the preference of the homeowner.

ARTICLE XIX

WATER SUPPLY

No individual water supply system of any type shall be permitted on any lot, unless approved in writing by the Architectural Control Committee.

ARTICLE XX

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed

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in accordance with the requirements, standards and recommendations of the State of Florida and Leon County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

Whenever an approved sanitary sewer becomes available within 100 ft. of the property, any individual sewage disposal system, device, or equipment shall be abandoned and the sewage wastes from the residence discharged to the sanitary sewer through a properly constructed and approved house sewer connection within ninety (90) days thereafter.

ARTICLE XXI

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 the property and shall not be kept except in sanitary containers which shall be screened on sides which are visible trom the street and installed in such a manner to be acceptable to the Architectural Control Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XXII

WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed on the front or any side of a building, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the residence and not be visible from the street, in such a manner to be acceptable to the Architectural Control Committee

ARTICLE XXIII

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved Shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXIV

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent. All signs must be approved in writing by the Architectural Control Committee.

ARTICLE XXV

PROTECTIVE SCREENING

Protective screening areas are or shall be established as shown on plat. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or dainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

ARTICLE XXVI

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXVII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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 lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Developer reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers water mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities on; in, or over ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Developer may cut drainways for surface water whereever and whenever oper may cut drainways for surface water whereever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee

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of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

ARTICLE XXVIII

LIVESTOCK AND POULTRY

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

ARTICLE XXIX

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 lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. 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 XXX

NUISANCES

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

Specifically prohibited are motorized vehicles such as mini-bikes or motorcycles run by minors or by others not in the manner as prescribed by the law of the State of Florida or as directed by the Homeowners' Association. There shall be no use of the existing commons areas or gas line easements for any vehicular traffic.

ARTICLE XXI

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 lot which is subject by 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.

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 lot in which they hold the interest required for membership by Section 1. They hold the interest required for membership by Section 1. They hold the interest required for membership by Section 1. They hold the interest required for members or interests in any when more than one person holds such interest or interests in any when more than one person shall be members, and the vote for such lot lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

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Class B: Class B Members shall be the Developers. The Class B Member shall entitled to four (4) votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership at each time when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXXII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2, 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 lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, not withstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that it shall convey the Common Properties to the Association not later than the lst day of __Anuary____, 1979__.

ARTICLE XXXIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned by him 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 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 lection 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, 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 1979, the annual assessment shall be Thirty Dollars (\$30,00) per lot. From and after January 1, 1980, 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.

TOFF. REG., VOI. 885 PL2163

Any member paying the annual dues on or prior to June 1 of the year in which same became 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 Dollars (\$30.00).

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 Class A 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 prupose of the meeting.

Assessments. Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Sections 3 and 4 hereof prospectively for any such fixed by Sections 3 and 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of 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, provided further that the maximum the purpose of the meeting, provided further that the maximum assessments permitted under Sections 3 and 4 hereof shall be not increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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 ty the notice requirement set forth in Sections 4 and 5 and the required quorum at any such sequent meeting shall be one-half 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 Commencement 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.

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.

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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 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot, 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 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs 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 thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs 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 herely subordinate to the lien of any first mortgage now or herester placed upon the properties subject to assessment. This after placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any subordination shall not relieve such property from liability for any subordination shall be secondary and payable, but the lien therester to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

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

/INDEP

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accepted by the local public authority and devoted to public use;

(b) all common properties as defined in Article 2 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.

ARTICLE XXXIV

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessment under Article 33 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 lot 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 costs of such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is annual maintenance assessment of charge to which such annual assess-subject under Article 35 hereof, and, as part of such annual assess-ment or charge, it shall be a lien against said property as here-tofore 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 35 hereof.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 30 day of DECEMBER. A.D. 1977.

LINENE WOODS, INC.

Its President

VOLLMER

(CORPORATE SEAL)

Its Secretary-Treas

DFF. REG. [VOI. 885 PG2166

STATE OF FLORIDA) COUNTY OF LEON)	
	instrument was acknowledged before me this,197 7, by TERRANCE H. FREGLY.
	NOTARY PUBLIC My Commission Expires: 3-6-78 My Commission Expires March 6, 1978 Bonded by American Fire & Casualty Co.
STATE OF FLORIDA) COUNTY OF LEON)	
The foregoing 30 day of 11 free 16	instrument was acknowledged before me this
Manual Control	NOTARY/PUBLIC O
No Transition of the Control of the	My Commission Expires: 3-6-18 Notory Public, State of Florida at large My Commission Expires March 6, 1978 My Commission Expires March 6, 1978 Bonded by: American, Fire & Casualty Co.
	-1.6-

A tract or parcel of land lying in Section 12, Township 1 North, Range 1 West, Leon County, Florida, and more particularly described by recent survey as follows:

Begin at the Southeast corner of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Florida, said Southeast corner also being on the South boundary of said Section 12, run thence North 89 degrees 37 minutes 56 seconds East along the section line 853.10 feet to a concrete monument marking the Southwest corner of Lakeshore Estates Unit I, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, run thence along the West boundary of said Lakeshore Estates Unit I as follows:

Run North Ol degrees 31 minutes 21 seconds West 260.45 feet, thence North 15 degrees 46 minutes 47 seconds East 131.76 feet, thence North 08 degrees 50 minutes 26 seconds West 78.59 feet, thence North 15 degrees 16 minutes 22 seconds East 259.30 feet, thence North 31 degrees 51 minutes 40 seconds East 69.22 feet, thence North 14 degrees 18 minutes 20 seconds West 197.27 feet, thence North 02 degrees 01 minutes 52 seconds East 124.83 feet, thence North 08 degrees 56 minutes 08 seconds West 178.83 feet, thence North 29 degrees 06 minutes 46 seconds East 65.76 feet, thence North 20 degrees 56 minutes 32 seconds West 68.29 feet, thence North 54 degrees 13 minutes 28 seconds East 58.73 feet, thence North 19 degrees 41 minutes 28 seconds East 63.41 feet, thence North 45 degrees 04 minutes 28 seconds East 65.24 feet, thence North 16 degrees 08 minutes 44 seconds West 102.23 feet, thence North 16 degrees 08 minutes 44 seconds Fact 57.00 feet, thence North 40 degrees 42 minutes 10 seconds East 57.09 feet, thence North 23 degrees 56 minutes 52 seconds East 107.65 feet, to a concrete monument, thence leaving the West boundary of said Lakeshore Estates Unit I. run thence North 47 degrees or minutes 43 seconds West 15.84 feet, thence North 57 degrees minutes 43 seconds West 184.00 feet, thence North 59 degrees minutes 43 seconds West 62.73 feet, thence North 28 degrees for minutes 43 seconds West 240.48 feet, thence North 28 degrees for minutes 43 seconds West 241.11 feet, thence North 28 degrees for minutes 43 seconds West 244.71 feet, thence North 20 degrees for minutes 14 seconds West 244.71 feet, thence North 08 degrees for minutes 14 seconds West 244.71 feet, thence North 08 degrees for minutes 15 seconds West 253.30 feet, thence North 06 degrees for minutes 28 seconds West 253.30 feet, thence North 16 degrees for minutes 28 seconds West 182.61 feet, thence North 16 degrees for minutes 28 seconds West 182.61 feet, thence North 16 degrees for minutes 28 seconds West 225.06 feet, thence North 16 degrees for minutes 28 seconds West 201.01 feet, thence North 86 degrees for minutes 28 seconds West 201.01 feet, thence North 86 degrees for minutes 28 seconds West 201.01 feet, thence North 16 degrees for minutes 29 seconds West 617.57 feet, thence North 17 degrees for minutes 49 seconds West 617.57 feet, thence North 18 degrees for minutes 49 seconds West 617.57 feet, thence North 18 degrees for minutes 49 seconds West 617.57 feet, thence North 18 degrees for minutes 49 seconds West 617.57 feet, thence South 03 degrees for minutes 35 seconds West 617.57 feet, thence South 03 degrees for minutes 35 seconds West 684.15 feet, thence South 03 degrees for minutes 35 seconds West 684.15 feet, thence South 03 degrees seconds West 684.15 feet, thence South 04 degrees 37 minutes 34 seconds West 684.15 feet, thence South 05 degrees 38 minutes 25 seconds West 685.76 feet, thence South 06 degrees 38 minutes 27 seconds West 685.76 feet, thence South 06 degrees 38 minutes 28 seconds East 365.55 feet, thence South 06 degrees 38 minut thence North 23 degrees 56 minutes 52 seconds East 107.65 feet, to a concrete monument, thence leaving the West boundary of

And also the following described streets and easoments:

OFF. REC. VOL. 885 Pt 2168

STREET #1

Commence at a concrete monument marking the most Northerly corner of Lot 3, Block B and the most Westerly corner of Lot 2, Block B of Lakeshore Estates Unit I, a subdivison as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, and run thence North 23 degrees 56 minutes 52 seconds East along the Northwest boundary line of said Lot 2, Block B 107.65 feet, thence North 47 degrees 17 minutes 43 seconds West 15 84 feet, thence North 57 degrees 07 minutes 43 seconds West 15.84 feet, thence North 57 degrees 32 minutes 43 seconds West 184.00 feet to the Point of Reginning. From said Point of Beginning run thence North 43 degrees 53 minutes 17 seconds East 225.00 feet to the Southwesterly right of way boundary of Lakeshore Drive, thence North 59 degrees 36 minutes 43 seconds West along said Right-of-way boundary 62.73 feet, thence South 43 degrees 53 minutes 17 seconds West 225.00 feet, thence South 59 degrees 36 minutes 43 seconds East 62.73 feet to the Point of Beginning.

STREET #2

Commence at a concrete monument marking the most northerly corner of Lot 3, Block B and the most westerly corner of Lot 2, Block B of Lakeshore Estates Unit I, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 43 of the Public Records of Leon County, Florida, and run thence North 23 degrees 56 minutes 52 seconds East along the Northwest boundary line of said Lot 2, Block B 107.65 feet, thence North 47 degrees 07 minutes 43 seconds West 15.84 feet, thence North 57 degrees 32 minutes 43 seconds West 184.00 feet, thence North 59 degrees 36 minutes 43 seconds West 62.73 feet, thence North 47 degrees 54 minutes 43 seconds West 240.48 feet, thence North 28 degrees 16 minutes 43 seconds West 254.11 feet, thence North 20 degrees 16 minutes 43 seconds West 254.11 feet, thence North 20 degrees 32 minutes 57 seconds West 244.71 feet, thence North 08 degrees 17 minutes 14 seconds West 211.16 feet, thence North 04 degrees 18 minutes 18 seconds West 194.78 feet, thence North 06 degrees 52 minutes 15 seconds West 193.24 feet to the Point of Beginning. 16 minutes 46 seconds West 193.24 feet to the Point of Beginning. 16 minutes 28 seconds Fast 198.30 feet to the Southwesterly rightminutes 28 seconds Fast 198.30 feet to the Southwesterly rightminutes 28 seconds Fast 198.30 feet to the Southwesterly rightminutes 28 seconds Fast 198.30 feet to the Southwesterly, run North and also being a curve concave to the Southwesterly, run North and Westerly along said curve and said Right-of-way boundary with a Westerly along said curve and said Right-of-way boundary with a radius of 1115.93 feet through a central angle of 03 degrees 04 minutes 58 seconds for an arc distance of 60.04 feet (the chord of said arc being North 1.1 degrees 27 minutes 20 seconds West 60.03 feet), thence South 80 degrees 34 minutes 28 seconds West 193.04 feet, thence South 06 degrees 46 minutes 46 seconds East 60.06 feet to the Point of Beginning.

STREET #3

Commence at the Northeast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Page 41 of the Public Records of the Florida, and run thence South 89 degrees 35 minutes 22 seconds Florida, and run thence South 89 degrees 39 manutes 22 seconds West 365.55 feet along the North boundary line of Lots 5, 4, West 365.55 feet along the North boundary line of Lots 5, 4, 3 and 2, Block J of said Kirkwood Unit II, thence North 00 degrees 10 minutes 44 seconds East 165:00 feet to the Point of Beginning. From said Point of Reginning run thence North Beginning. From said Point of Reginning run thence North Beginning. From said Point of Reginning run thence North Reginning. Figure 16 seconds West 200.00 feet to the Easterly right-of-way boundary of Robinhood Road, thence North 00 degrees 10 minutes 44 seconds East along said right-of-way boundary 60.00 feet, thence South 89 degrees 49 minutes 16 seconds East 200.00 feet, thence South 00 degrees 10 minutes 44 seconds West-60.00 fact to the Point of Beginning.

Commence at the Northeast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Florida, and run thence South 89 degrees 35 minutes 22 seconds West 365.55 feet along the North boundary line of Lots 5, 4, 3 and 2, Block J of said Kirkwood Unit II, thence North 00 degrees 10 minutes 44 seconds Fast 387.30 feet, thence North 00 degrees 04 minutes 05 seconds East 1682.76 feet, thence North 01 degrees 57 minutes 34 seconds West 145.00 feet to the Point of Beginning. From said point of beginning run to the Point of Beginning. From said point of Beginning run thence North 89 degrees 49 minutes 16 seconds West 200.00 feet to the Easterly right-of-way boundary of Robinhood Road, thence to the Easterly right-of-way boundary of Robinhood Road, thence North 01 degrees 32 minutes 16 seconds West along said Easterly North 01 degrees 32 minutes 16 seconds West along said Easterly boundary 60.10 feet, thence South 89 degrees 49 minutes 16 seconds East 199.56 feet, thence South 01 degrees 57 minutes 34 seconds East 60.11 feet to the Point of Beginning.

STREET #5

Commence at the Wortheast corner of Lot 5, Block J of Kirkwood Unit II, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 41 of the Public Records of Leon County, Florida, and run thence South 89 degrees 35 minutes 22 seconds Florida, and run thence South 89 degrees 35 minutes 22 seconds
West 365.55 feet along the North boundary line of Lots 5, 4, 3
and 2, Block J of said Kirkwood Unit II, thence North 00 degrees
10 minutes 44 seconds East 387.30 feet, thence North 01 degrees
04 minutes 05 seconds East 1682.76 feet, thence North 01 degrees
57 minutes 34 seconds West 350.13 feet, thence North 02 degrees
23 minutes 22 seconds East 299.54 feet, thence North 03 degrees
09 minutes 33 seconds East 451.16 feet, thence North 00 degrees
09 minutes 27 seconds East 684.15 feet, thence South 69 degrees
17 minutes 50 seconds East 196.98 feet to the Point of Beginning.
17 From Said Point of Beginning run thence North 20 degrees 42 From said Point Of Beginning run thence North 20 degrees 42 minutes 10 seconds East 215.00 feet, more or less, to the Southwesterly right-of-way boundary of Lakeshore Drive, thence South 69 degrees 17 minutes 50 seconds East rlong said right-of-way boundary 60-00 feet, thence South 20 degrees 42 minutes 10 seconds west 215.00 feet, note or less, thence North 69 degrees 17 minutes 50 seconds West 60.00 feet to the Point of Beginning.

ALSO

That certain 30' drainage casement as more particularly described in that certain Ensement recorded in Official Records Book 641, Page 355, public records of Leon County, Florida, being an easement adjoining the property and being over, under, upon and across the land in Leon County, State of Florida, particularly described across the land in Leon County,

A 30 foot strip of land lying 15 feet either side of the following described centerline: Consence at a concrete renurent notiowing described contextant: Considered at a concrete land and marking the Southwest corner of Section 12, Township 1 North; marking the Southwest corner of Section 12, Township 1 North; marking the Southwest County, Plorida, and run thence North 89 Range 1 West, Jeon County, Plorida, and run thence North 89 degrees 40 minutes 21 seconds Fast along the Section line 1653.08 degrees 40 minutes 21 seconds First along the Section line 1653.08 feet to a concrete monument, thence North 01 degree 28 minutes 03 seconds West 260.32 feet to an iron pipe, thence North 15 degrees 51 minutes 15 seconds First 131.75 feet to a concrete monument, thence North 08 degrees 25 minutes 44 seconds West 78.77 feet to a concrete monument, thence North 15 degrees 14 minutes of a concrete monument, thence North 15 degrees 14 minutes of degrees 18.87 feet to a concrete monument, thence Morth 31 seconds East 258.87 feet to a concrete monument, thence Morth 31 degrees 56 minutes 28 seconds East 69.22 feet to a concrete monument. monument, thence North 14 degrees 49 minutes 12 seconds West

193.26 feet, thence orth 02 degrees 26 minutes 40 seconds East 129.27 feet to a concrete monument, thence North 08 degrees 51 minutes 44 seconds West 178.85 feet to a concrete monument thence North 29 degrees 10 minutes 32 seconds East 65.94 feet to a concrete monument, thence North 20 degrees 53 minutes 18 seconds West 68.29 feet to a concrete monument, thence North 54 degrees 17 minutes 24 seconds East 58.75 feet to a concrete monument, thence North 19 degrees 40 minutes 06 seconds East 63.46 feet to a concrete monument, thence North 45 degrees 04 minutes 25 seconds East 65.24 feet, thence North 16 degrees 10 minutes 15 seconds West 102.23 feet to a concrete monument, thence North 40 degrees 40 minutes 00 seconds East 57.07 feet thence North 40 degrees 40 minutes 00 seconds base 57.07 reet to a concrete monument, thence North 23 degrees 55 minutes 69 to a concrete provident, thence 69 to a concrete provident, thence 89 to 147 degrees 20 minutes 59 merchant West 15.81 feet to an from pipe, thence North 57 degrees 33 minutes 01 seconds West 193.85 feet, thence North 59 degrees 37 minutes 08 seconds West 62.68 feet thence North 47 degrees 54 minutes 33 seconds West 240.28 feet, thence North 28 degrees 15 minutes 36 seconds West 253.92 feet, thence North 20 degrees 31 minutes 29 seconds West 244.54 feet, to an iron pipe, thence North 08 degrees 16 minutes 18 seconds West 211.10 feet to an iron pipe, thence North 04 degrees 50 minutes 39 seconds West 194.67 feet, thence North 06 degrees 46 minutes 11 seconds West 253.37 feet, thence South 80 degrees 32 minutes 28 seconds West 31.59 feet, thence North 16 degrees 57 minutes 22 seconds West 189.49 feet, thence North 16 degrees 46 minutes 50 seconds West 224.92 feet, thence South 86 degrees 21 minutes 18 seconds West 10.0 feet to an iron pipe, thence North 03 degrees 26 minutes 51 seconds West 201.20 feet to an iron pipe, thence North 86 degrees 40 minutes 27 seconds East 35.0 feet, thence North 05 degrees 06 minutes 27 seconds West 617.59 feet, thence North 27 degrees 58 minutes 11 seconds West 82.44 feet, thence North 42 degrees 19 minutes 34 seconds West 89.67 feet, thence South 61 degrees 59 minutes 25 seconds West 20.0 feet to the Point of Reginning. From said Point of Reginning run thence North 61 degrees 59 minutes 25 seconds East 20.0 feet, thence North 33 degrees 21 minutes 25 seconds East 220.0 feet to a point in Lakeshore Drive for the terminal point of said centerline.

AND ALSO

That certain strip of land more particularly described in that certain Warranty Deed recorded in Official Records Book 641, Fage 357, public records of Leon County, Florida, more particularly described as follows, to-wit:

Commence at the Morthwest corner of Section 12, Township

1 Morth; Range 1 West; Leon County, Florida, and run thence

1 Morth; Range 1 West; Leon County, Florida, and run thence

5 South 1150.0 feet, thence East 200.0 feet to the West right—

of-way boundary of Robinhood Road, thence South along said

west right—of-way boundary 59 33 feet, thence South 87 degrees

west right—of-way boundary 59 33 feet, thence South 87 degrees

43 minutes East 50.04 feet to the East right—of-way boundary

of said Robinhood Road, thence North along said East right—of
way boundary 855.75 feet to a concrete monument, thence South

87 degrees 37 minutes, East 200.17 feet to an iron pipe, thence

87 degrees 37 minutes, East 200.17 feet to an iron pipe, thence

87 degrees 05 minutes 10 Seconds East 199.85 feet to a

concrete monument on the Southerly right—of-way boundary of

concrete monument on the Southerly right—of-way boundary of

minutes 10 seconds West 222.13 feet, thence South 60 degrees

17 minutes 10 seconds East 200.0 feet, thence North 00 degrees

17 minutes 10 seconds East 227.33 feet or to the Southerly right—

of-way boundary of said Lakeshore Drive (State Road No. S-63-A),

thence Northwesterly along said Southerly right—of-way boundary

200 feet more or less to the Point of Beginning.

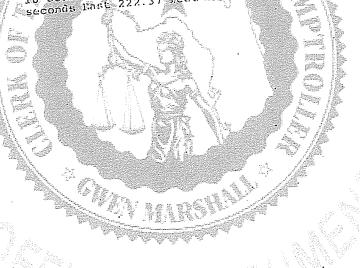
@FF. RECLYOL 885 FT 2171

rogether with all personal property, tampible and intengible, including all modelmery, equipment, littings, fixtures, piper, conducte, plushing and contract rights and choses in action now located on or in the property deseribed above.

LUSS AND EXCEPT PROPETIE POINCOING PROPERTY the following described parcel or track of land:

Commande at the Northwest corner of Lot 11, Block "C" of Supplication as per map or plat thereof recorded in Official Records Book 656, Page 267, of the public records of Lon County, Florida, and run, thereo. South Gasarian Fact. of Leon County, Florida, and run; thence South 69°21'10" East of Leon County, Florida, and run; thence South 69°21'10" and the Rortherly boundary of Block "C", Block "D", and the projection thereof of ploymentions currenton. projection thereof of alonementioned surround, a distance of projection inexcor or atomementioned Strawood, a distance of 200.00 feet to the Point of Beginning. From said point of beginning run thence North 00°05'20" Rost 8.58 feet; thence beginning run thence North 00°05'20" Rost 8.58 feet; thence beginning run thence North 00°05'20" Rost 8.58 feet; thence beginning run thence North 20°42'10" East 206.96 feet more or less to the Southern North 20°42'10" East 206.96 feet more or less to the South 60°01' right of way boundary of Lakeshore Drive; thence South 69°21' right of way boundary of Lakeshore Drive; thence South 69"21" of "East along said Southerly right of way boundary, a distance of 60.00 feet; thence South 20"62'10" West 215.00 feet more or of 60.00 feet; thence South 20"62'10" West along Block "D" less to the Rortherly boundary of aforementioned Block "D" of SHERWOOD; thence Rorth 69"21'10" West along said Northerly boundary 56 98 feet to the Point of Decimning boundary 56.98 feet to the Point of Deginning.

Commence at the Northwest corner of Section 12, Township 1 North; Range 1 West, Leon County, Florida, and run thence South 1150.0 Range 1 West, Leon County, Florida, and run thence South 1150.0 feet, thence Fast 200.0 feet to the West right-of-way boundary of Robinhood Road, thence South along said West right-of-way boundary 59.33 feet, thence South 87 degrees 43 minutes East 60.04 feet to 59.33 feet, thence South 87 degrees 43 minutes East 60.04 feet to the East right-of-way boundary of said Robinhood Road, thence Rorth along said Fast right-of way boundary 855.75 feet to a concrete along said Fast right-of way boundary 855.75 feet to a concrete monument, thence South 87 degrees 37 minutes East 200.17 feet to monument, thence South 87 degrees 37 minutes East 200.17 feet to an iron pipe, thence North 00 degrees 05 minutes 05 seconds East an aron pape, thence North ou degrees up manutes up seconds has 199.85 feet to a concrete monument on the Southerly right-of-way boundary of lakeshore-prive (State Road No. S-63-A) for the POINT OF RECENTING. From Said POINT OF BEGINNING run thence South 71 of REGINNING. From said POINT OF REGINNING run thence South 71 degrees 07 minutes 39 seconds East along said Southerly right-of-way boundary 12.24 feet to a Point of curve to the right, thence why boundary 12.24 feet to a Point of curve to 11429.20 feet, which a radius of 11429.20 feet, along said right-of-way curve with a radius of 11429.20 feet, through a central angle of 00 degrees 11 minutes 21 seconds, for through a central angle of the feet, through 08 degrees 44 minutes an arc distance of 37.76 feet, throne South 08 degrees 21 minutes 53 seconds East 240.67 feet, throne North 69 degrees 21 minutes on are discince of 37, to rear, thence worth 00 degrees 44 minutes 53 seconds East 240.67 feet, thence Worth 69 degrees 21 minutes 10 seconds West 90.00 feet thence Worth 00 degrees 05 minutes 05 TU seconds rest 30.00 feet to the POINT OF BEGINNING.



ARTICLE I - DEFINITIONS

- 1. The Association as it appears in these By-Laws shall refer to the Linene Woods Home Owners Association, Inc.
- 2. Common properties shall refer to roads, easements, parks, street lights, playgrounds, walks, paths, recreational facilities and other lands, buildings and appurtenances owned by the Linene Woods Home Owners Association, Inc.
- 3. Properties shall refer to those lots numbered by map and lying within the following described lands:

SEE ATTACHED EXHIBIT A

and within such additions thereto as may hereafter be brought into the jurisdiction of this Association by annexation.

ARTICLE II - PURPOSES

The purposes of the Association are to promote the health, safety and welfare of the residents lying within the jurisdiction of the Association, including but not limited to:

- (a) own, operate and maintain common properties.
- (b) supplement municipal services.
- (c) fix assessments to be levied against lot owners.
- (d) enforce all covenatnts and restrictions.

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TALLAHASSEE, FLORIDA

W. Taylor Moore

- (e) pay taxes, if any, on common properties.
- (f) insofar as is permitted by law, to do any other thing that in the opinion of the board of directors will promote public safety, welfare, and the common benefit and enjoyment of the properties.

ARTICLE III - MEMBERSHIP

- 1. The initial directors and officers, and all owners of lots within the subdivision shall have a right to be a member. This includes persons with a joint interest or persons holding a leasehold interest in excess of one year. No person holding merely a security interest shall be a member.
- 2. Members shall be subject to annual payment of assessments which shall be a lien on the members' properties for unpaid amounts as per declaration of covenants.
- 3. Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the board of directors may have his rights as a member suspended, except as to his right to utilize any roadway easement.

ARTICLE IV - VOTING RIGHTS

There shall be two classes of voting rights:

(a) Class A - All owners or holders of leasehold interests in excess of one year, except the developer, shall have a right to cast one vote per lot.

2.

(b) Class B - The developer shall have four votes per lot in which it holds an interest. This class shall cease when the total votes outstanding in Class A equals Class B.

All votes referred to in these By-Laws shall be in accordance with this class voting by lot.

ARTICLE V - RIGHTS AND USE OF COMMON PROPERTIES

- 1. The use and enjoyment of common properties shall be available to all members as per the declaration of covenants.
- 2. Any member may delegate the use of said properties to his family or tenants residing on the property. In the event of such a delegation the member must notify the secretary of the Association in writing of those persons to benefit from the use. Such delegated rights are also subject to suspension as are members' rights.

ARTICLE VI - BOARD OF DIRECTORS, ELECTION, AND POWERS

1. The powers and purposes of the Association shall be exercised by a board of directors. The Board shall consist of three members, elected at the annual Association meeting, who shall call meetings of the Association, appoint officers, establish and levy assessments (with prior notice to members) and adopt and publish rules and regulations for use of common properties and meetings of the Association.

3.

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TALLAHASSEE, FLORIDA

- 2. The board of directors shall be elected by vote of the members of the Association as per Article IV of the Articles by written ballot, and the first three persons with the largest number of votes shall be elected. The terms of directors shall carry over until their successors are duly elected and qualified.
- 3. The nominees for the board of directors shall be submitted to the membership by a nominating committee and from the floor during the annual Association meeting.

ARTICLE VII - NOMINATING COMMITTEE

The nominating committee shall consist of five members, one of whom shall be the President of the Association with the other four members appointed by the board of directors.

ARTICLE VIII - DIRECTOR'S MEETINGS

Director's meetings may be held within or without the State of Florida. Meetings of the Board of Directors shall be held immediately following the annual meeting of the association each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the President or by two of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five days before the meeting, unless each Director shall waive notice thereof before, at, or after the meeting.

ARTICLE IX - OFFICERS

1. This corporation shall have a President, who shall be a director, and a Secretary-Treasurer. They shall be

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chosen by the Board of Directors at the first meeting of
the Board of Directors held following each annual meeting of
the association, and shall serve until their successors
are chosen and qualify. All other officers, agents and
factors shall be chosen, serve for successive terms and
have such duties as may be determined by the Board of
Directors. Any person may hold two or more offices, except that the President may not also be the SecretaryTreasurer. No person holding two or more offices shall
sign any instrument in the capacity of more than one
office.

- 2. The President shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the Association subject to the directions of the Board of Directors, and shall preside at all meetings of the association and the Board of Directors.
- 3. The Secretary-Treasurer shall have custody of, and maintain all of the corporate records; shall record the minutes of all meetings of the members and Board of Directors; and send out all notices of meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, and shall perform all of the functions of the President in the event of the absence or disability of the

5.

President. As Treasurer, he shall have custody of all corporate funds and financial records and keep full and accurate accounts of receipts and disbursements and render account thereof at the annual meetings of members and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or President.

ARTICLE X - COMMITTEES

There shall be the following standing committees of the Association:

- 1. Nominating;
- 2. Recreation;
- Maintenance;
- 4. Audit;
- 5. Architectural control.

The committees shall consist of no less than five members with at least one member being a member of the Board of Directors.

ARTICLE XI - ANNUAL MEETING OF THE ASSOCIATION

The annual meeting of the Association shall be held at Tallahassee, Florida, on the 5th day of December, beginning in 1978, provided, however, that the first annual meeting of this Association shall be held on the 5th day of December, 1978, at Tallahassee, Florida.

6.

ARTICLE XII - PROXIES

At any meeting of the Association or any adjournment thereof, any member having the right and entitled to vote thereat may be represented and vote by a proxy appointed by an instrument in writing. In the event that any such instrument shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one be present, that one, shall have all of the powers conferred by the instrument upon all the persons so designated unless the instrument shall otherwise provide.

ARTICLE XIII - BOOKS AND PAPERS

All books and papers of the Association shall be kept by the Secretary, and shall be open to inspection by any member of the Association.

ARTICLE VIX - AMENDMENT TO THE BY-LAWS

These By-Laws may be amended, or repealed wholly or in part, by a majority of the members entitled to vote thereon present at any members' meeting, if first adopted by the Director and notice of the proposed action was included in the notice of the meeting or is waived in wirting by a majority of the members entitled to vote thereon.

The foregoing By-Laws have been approved by a majority of the Board of Directors at the meeting held at Tallahassee, Florida, on December 30, 1977.

7.

LINENE WOODS HOME OWNERS ASSOCIATION,

INC.

Daniel Vøllmer

Secretary

8.

State of Florida

DEPARTMENT OF STATE . DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of LINENE WOODS HOME OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 29, 1977, as shown by the records of this office.

The charter number for this corporation is 841250.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
29th day of December, 1977.

SECRETARY OF STATE

CI-R 101 x-15-77 --



ARTICLES OF INCORPORATION

OF

FILED 29 2 39 PM

LINENE WOODS HOME OWNERS ASSOCIATION, INC.

We, the undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, do hereby associate ourselves together to form a non-profit corporation under the laws of the State of Florida.

ARTICLE I

NAME OF CORPORATION: The name of this corporation shall be LINENE WOODS HOME OWNERS ASSOCIATION, INC.

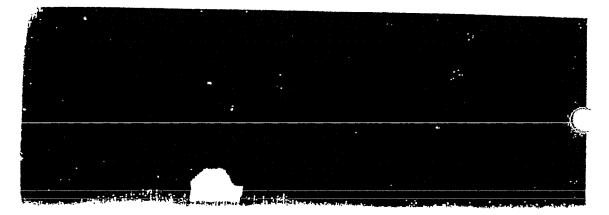
ARTICLE II.

<u>CORPORATION PURPOSES AND POWERS</u>: The purposes of this corporation are to promote the health, safety, and welfare of the residents within the following described property, towit:

SEE ATTACHED EXHIBIT "A"

and such additions thereto as may hereafter be brought unto the jurisdiction of this corporation by annexation as provided in Article VI. More specifically, the corporation may:

W. Taylor Moore

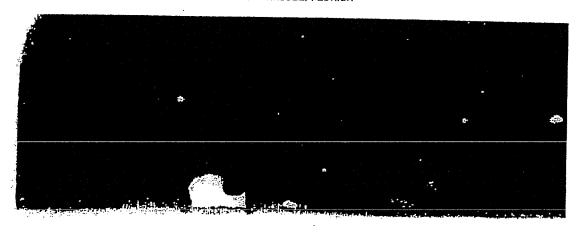


ference to or inference from the terms of any other objects, powers or clauses of this Article or any other Articles; but that the objects and powers specified in each of the clauses in this Article shall be regarded as independent objects and powers.

ARTICLE III

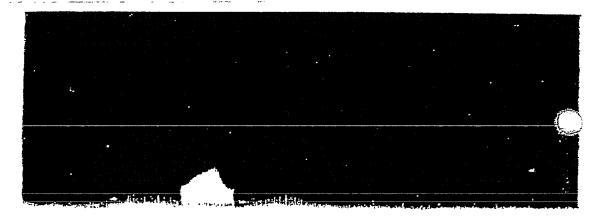
MEMBERSHIP AND VOTING RIGHTS:

- l. The initial directors and officers, and all owners of lots within the subdivision shall be a member. This includes persons with a joint interest or persons holding a leasehold interest in excess of one year. No person holding merely a security interest shall be a member.
- 2. Members shall be subject to annual payment of assessments which shall be a lien on the members' properties for upaid amounts as in accordance with a declaration of restrictive covenants or restrictive covenants attached to any deed. This lien shall be subordinate to any first mortgage now or hereafter existing on any lot and placed thereon for the purposes of constructing and financing a residence, and also subordinate to any purchase money mortgage.
- 3. Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the board of directors may have his rights as a member suspended, except as to his right to utilize any roadway easement.



- (a) acquire, own, manage, improve, develop, and dispose of real and personal property in connection with the operation and maintenance of recreation parks, street lights, playgrounds, streets, roads, easements, roadways and other properties, hereinafter referred to as "common properties".
- (b) construct buildings, pave roads and build sidewalks for use by members and the corporation.
 - (c) provide exterior maintenance for lots.
 - (d) provide garbage and trash collection.
 - (e) maintain unkept lands or trees.
 - (f) supplement municipal services.
- (g) fix assessments to be levied against the properties.
- (h) enforce all covenants, restrictions, and regulations.
- (i) pay taxes, if any, on common properties and facilities.
 - (j) promote public saftey.
- (k) insofar as is permitted by law to do any other thing that in the opinion of the board will promote the common benefit and enjoyment of the properties.
- (1) the intention is that none of the objects and powers as hereinabove set forth, except where otherwise specified in this Article, shall be in anyway limited or restricted by re-

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- 4. There shall be two classes of voting rights:
- (a) Class A All owners of lots or holders of leasehold interest in excess of one year, except the developer, LINENEWOODS, INC., shall have a right to cast one vote per lot. Where there are multiple onwers, only one vote per lot shall be cast.
- (b) Class B The developer shall have four votes per lot in which it holds an interest. This class shall cease when the total votes outstanding in Class A equal Class B, and at such time all owners of lots shall be entitled to one vote per lot.

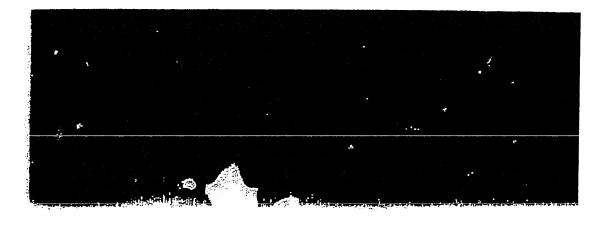
All votes referred to in these Articles are to be in accordance with the above.

ARTICLE IV

BOARD OF DIRECTORS, TERMS: The Board of Directors shall consist of three persons elected at the annual meeting of the members. The names and post office addresses of the first Board of Directors who, subject to the provisions of the Articles of Incorporation, the By-Laws of this corporation, and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

TERRANCE H. FREGLY

1801 N. Meridian Rd. Tallahassee, Fl.



DANIEL VOLLMER

W. TAYLOR MOORE

1801 N. Meridian Rd. Tallahassee, Fl.

217 John Knox Rd. (Tallahassee, Fl

ARTICLE V

OFFICERS, TERMS: The officers of this corporation will consist of a President and a Secretary-treasurer. The first officers and their addresses are as follows:

President

TERRANCE H. FREGLY

1801 N. Meridian Rd. Tallahassee, Fl.

Sec.-Treas.

DANIEL VOLLMER

1801 N. Meridian Rd. Tallahassee, Fl.

ARTICLE VI

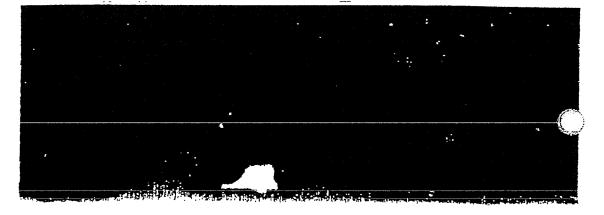
MERGER AND CONSOLIDATION: This corporation may be merged or consolidated with any other existing non-profit corporation with 2/3 vote of the membership.

ARTICLE VII

MORTGAGES AND OTHER INDEBTEDNESSES: The corporation shall have the power to mortgage property and incur other indebtednesses thereon except that such indebtedness shall not exceed five (5) years current assessment without 2/3 vote of the membership.

ARTICLE VIII

 $\underline{\text{QUORUM}}$: A majority of voting membership shall constitute a $\underline{\text{Quorum}}$ for the annual membership meeting.



	DANIEL VOLLMER	_(SE
	W. TAKOR MOORE	(SE
OF FLORIDA) , OF LEON)		
The foregoing instrum	ent was acknowledge before me this	
day of Mesember	, 1977, by TERRANCE H. FREGLY.	
	NOTARY FUBLIC My Commission Expires: 4.2481	
OF FLORIDA) OF LEON)		
The foregoing instrume	ent was acknowledged before me this	
	, 1977, by DANIEL VOLLMER.	
•.	NOTARY PUBLIC My Commission Expires: 4-24.81	
F FLORIDA) OF LEON)		
The foregoing instrume day of Elecenter	nt was acknowledged before me this	

STATE OF FLORIDA) COUNTY OF LEON)

STATE OF FLORIDA) COUNTY OF LEON)

STATE OF FLORIDA) COUNTY OF LEON)

Both day of Thecember

284Lday of Glerender

The foregoing instrument 29th day of Checember

NOTARY PUBLIC
My Commission Expires:

Rick Scott



Cissy Proctor EXECUTIVE DIRECTOR

October 19, 2018

Kristin A. Gardner Dunlap & Shipman 2065 Thomasville Rd, Suite 102 Tallahassee, Florida 32308

> Re: Linene Woods Homeowners Association, Inc., Approval; Determination Number: 18199

Dear Ms. Gardner:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Linene Woods Homeowners Association, Inc. (Association), has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief

Bureau of Community Planning and Growth

JDS/ss/rm

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569. FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

BLOCK D OR 1492/383	LOT 24-C		FISHER DOUGLAS L	0 211207 D0243: 3305 READING LN	100
BLOCK D OR 1695/1029 2351/1615	LOT 24-B		DOWLING FINLEY BLAKE	211207	4
BLOCK D OR 1083/479 1778/1046 1048 2090/772	LOT 24-A		LORD MARY JANE	211207	43
	LOT 24	NORTH CARA D	NORTH JOSEPH B	211207	42
	LOT 24		TRACY FAMILY LAND TRUST	211207	41
_	LOT 23	WALTON CYNTHIA K	WALTON TODD JR	211207 D0230:	40
	LOT 23	KNIGHT LESLIE	BOBRYCKI JAMES	211207	39
	LOT 22	The same of the sa	FARR GRAYAL E LIFE ESTATE	211207 D0220:	38
	LOT 22		UNDERWOOD RESIDENTIAL RF1 LLC	211207 B0220:	37
	LOT 21	SWARTZ CAROL	SWARTZ PHILIP	211207	36
BLOCK B OB 1799/1977	LOT 21		FREIBERG JACK WARREN	211207	35
	LOT 20	WINTON ELIZABETH C	FORD PERRONE	4 211207 D0200: 3318 HUTLAND LOOP	34
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	LOT 2	BALINSKY LORI	BALINSKY MARTIN		28
_	LOT 2		LONGDEN CLIVE	211207	2
	LOT 19	HOFACKER L S	HOFACKER CHARLES F	211207 D0190:	26
_	LOT 19	TAYLOR KATHLEEN	TAYLOR ORVILLE	211207	25
\perp	LOT 18	JAMES GLENDA J	JAMES ANTHONY R	211207	24
	LOT 18	SINGLETARY DONNA B	SINGLETARY GARY L	211207 B0180:	23
	LOT 17		FINCH CHRISTOPHER M	211207	2
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BLOCK B OB 1207/1602 1600/527 2031	LOT 16	WII DEB DAWN M	WILDER BRIAN D	211207	20
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& ADJOINI	LOT 13 BLOCK D	7	ABELE KENNETH T	8 211207 D0140: 3313 DARTMOOR DB	18
BLOCK B	1		SHIELDS KRISTINE	211207 60130:	91
	LOT 12	MAZUR CLAIRE K	MAZUR SCOTT W	211207	15
\perp	LOT 12	EASON NIPA	EASON DAVID MICHAEL	211207 B0120:	14
BLOCK D OB 1184/2027	10T 11	HASTINGS CHARISE	HASTINGS JOEL	211207 D0110:	13
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LOT 6 BLOCK D OR 1348/719	ARANGO CLAUDIA Y	SUAREZ FRANCISCO A	211207
LOT 6 BLOCK C OR 1440/328 2349/1099	L		211207
	INNES MIRANDA F	INNES JOSHUA D	211207
BLOCK A	WALKER BARBARA LO	WALKER JAMES	211207 A0060:
BLOCK A		GUTHRIE JOHN	211207
BLOCK E	ZUSPAN LENORE W LO	ZUSPAN WILLIAM H	81 211207 E0050: 408 CASTLETON CIR
BLOCK D		MCALISTER LEE E	211207
BLOCK C	סר	JOYCE JOHN	79 211207 C0050: 407 NOTTINGHAM CT
BLOCK B		PISANO STEVEN R	211207
Þ		RENNICK JACKIE LIVING TRUST AGREEMENT	211207 C0041:
LOT 4 BLOCK F LESS TRIJOR 1843/1559 2066/1376	FREE MICHAEL A	FREE HELEN P	211207
LOT 4 BLOCK A OR 1369/932	KENNEDY MARY	KENNEDY THOMAS	211207 A0040:
_	10	MAYO ROBERT L	211207
		GARRETT PAMELA M	211207 D0040:
_	LEE LAURA HOWELL		211207
BLOCK B	WANG	YONTS CHARLES E JR	211207
N BLOCK A	JAMES M L	JAMES WILLIAM W III	211207 A0031:
BLOCK D		KEMPER ANDREW W TRUST	211207 D0390:
BLOCK D	GLENN L SWEE	SWEE SYLVIA F	211207
BLOCK D	L	BOUCHARD PASCAL	211207 D0370:
LOT 36 BLOCK D OR 1174/1148 1201/2345	L(O'REILLY JAMES W	
3 BLOCK D	L	GRIFFIS W	211207 D0330:
LOT 32 BLOCK D OR 915/1051	ANDERSON VIRGINIA A	ANDERSON HUGH B	211207 D0320:
LOT 31 BLOCK D OR 1138/441	SAK	HEMENWAY LEHR W	211207 D0310:
0 BLOCK D		ABBERGER WILLIAM	211207 D0300:
BLOCK F		STALVEY LINDA J	211207
BLOCK E	MORGAN ASHLEE	MORGAN SEAN W	60 211207 E0030: 396 CASTLETON CIR
BLOCK D	Ĕ	OJETAYO ABENA	59 211207 D0030: 3339 NOTTINGHAM DR
BLOCK C	_		1 1
BLOCK B	AH DELANEY	FLEMMING PATRICK DAVID	57 211207 B0030: 3202 LOCKSLEY LN
BLOCK A	IA B	BEVIS KENNETH B	A0030:
BLOCK C	NEEDHAM J	NEEDHAM WILLIAM	55 211207 C0021: 402 DARTMOOR DR
BLOCK D		MUNSELL CHERYL LYNN	54 211207 D0290: 387 CASTLETON CIR
BLOCK D	1000	WENDT WILLIAM A	
BLOCKB	DALTON DEBORAH LO	DALTON SCOTT	211207 B0280:
BLOCK D		KLOS KENNETH	211207 D0270:
BLOCK B		SIMPSON MICHAEL H	211207 B0270;
BLOCK D	A D	ANDERSON PAUL	
i	LOGAN FRANCES S	LOGAN ROYAL H JR	211207 B0260:
BLOCK D		BRANHAM JENNIFER H	
5 BLOCK B	RIER JO ANN	QUARRIER JOHN C	46 211207 B0250: 3323 DARTMOOR CT
legal3	owner2 le	owner1	Count parcel id location

		Appraiser's website.	are not listed on the Property /	on this page (#104, #105, and #106)	INOTE: The last three properties appearing on this page (#104, #105, and #106) are not listed on the Property Appraiser's website.	
					NOTE: TILL	
				The state of the s		
	BLOCK D	LOT 17	HASSLER SARA	DEAK KEVIN J	3307 DARTMOOR DR	106
The second secon	BLOCK D	LOT 15	KOTTKAMP CYNDIE	KOTTKAMP JEFFREY	3311 DARTMOOR DR	105
	BLOCK B	LOT 14		SWINNEY NANCY	3306 RUTLAND LOOP	104
OR 1647/1452 1803/231	BLOCK D	LOTS 34 & 35	MORGAN URSULA E	MORGAN GORDON R	211207 D0340: 3201 LOCKSLEY LN	103
OR 1130/1267 1136/600	BLOCK E	LOT 9	WELDON DIANE S	WELDON WILLIAM E	ىد	
OR 1170/2358	_ ;	LOT 9	JOYCE TRESSA M	JOYCE JEREMY C	211207 D0090: 3325 NOTTINGHAM DR JOYCE JEREMY C	
OR 1182/1475	100	LOT 9		WHITE OAK CONSTRUCTION LLC	211207 C0090: 3340 NOTTINGHAM DR WHITE OAK CONSTRUCTION LLC	100
OR 1165/2291	-	LOT9	COOK LAURENE L		211207 B0090: 413 CASTLETON CIR	
OR 1005/1842		LOT 8		TATE RYAN PATRICK		the state of the s
OR 1272/2032 2285/2331		LOT 8	CULPEPPER ANGELA		211207 D0080: 3327 NOTTINGHAM DR CULPEPPER R CLAY	97
OR 1916/1310 2130/1835		LOT 8	7	BALDWIN LIVING TRUST 5/25/201	211207 C0080: 3338 NOTTINGHAM DR BALDWIN LIVING TRUST 5/25/2017	96
OR 889/202		LOT 8	SIDER JUDITH A	SIDER JOHN M	211207 B0080: 411 CASTLETON CIR	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
OR 923/1606 96-168PR 1883/982	BLOCKE	LOT 7	в виниминент в том 1 ст. — че и не с на дання уподена положения съдыва д "Андефференференферентуру"» (-).	GRAHAM DENISON C	211207 E0070: 376 CASTLETON CIR	
legal3		legal2	owner2	owner1	parcel id location	Count