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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BANNERMAN BLUFF  
HOMEOWNERS' ASSOCIATION, INC.

PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

THIS DECLARATION, is made and executed this 10<sup>th</sup> day of  
September, 1990, by J. Larry Williams and Don F. Lamonica,  
hereinafter referred to as "Declarant",

W I T N E S S E T H:

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

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

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to BANNERMAN  
BLUFF HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,  
whether one or more persons or entities, of a fee simple title to  
any Lot which is a part of the Properties, including contract

061454 2004

sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed. Common Area shall specifically include the stormwater facilities, ponds and filters more particularly described on the Stormwater Management Plan of the Properties prepared by Nobles, Varnum and Associates, Inc. dated December 12, 1989, and as approved by the Leon County Department of Public Works, Division of Environmental Management on January 10, 1990.

Section 5. "Lot" shall mean and refer to each individual parcel of property.

Section 6. "Declarant" shall mean and refer to J. Larry Williams, Don F. Lamonica and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

On 1454 2005

ARTICLE II  
PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

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

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

On 1454 2006

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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

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

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

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) upon the expiration of five (5) years from the date of the recording of this Declaration.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by

061454 2007

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2: Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon The Properties, specifically the maintenance of the stormwater facilities described in the above-referenced Stormwater Management Plan and in accordance with the maintenance procedures outlined therein.

**Section 3: Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$125.00) per Lot.

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

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

On 1454 (2009)

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

Section 6: Uniform Rate of Assessment and Collection. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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Section 8: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

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



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ARTICLE V  
EASEMENTS

Section 1: Easement for Encroachments. Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2: Easements for Ingress, Egress and Utilities. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the owners, their grantees, heirs and successors in interest for drainage and utility purposes and for ingress and egress over, under and across that portion of the property described in "Exhibit D" attached hereto and by reference made a part hereof. This easement shall be maintained by the Association. Within this easement, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

Section 4: Additional Easement for Utilities Serving More than One Dwelling. The Declarant further reserves, excepts, imposes and creates cross-easements to and on behalf of the Declarant, the Owners, their grantees, heirs and successors in interest for

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utility purposes over, across, under and through any portion of the Properties upon which attached dwellings are constructed for utility services; provided, however, that such easements through attached dwellings shall be according to the plans and specifications or as the dwellings are actually constructed. Whenever utility lines or connections are installed within any Lot, and such lines or connections serve another lot, the Owner of the Lot being served by such lines or connections shall have the right and is hereby granted an easement to enter upon the Lot on which the lines or connections are located to install, repair, replace and maintain such connections or lines as and when necessary. The Owner of a Lot being served by utility lines or connections serving more than one Lot shall be entitled to the full use and enjoyment of such portions of such lines and connections as service his Lot.

**ARTICLE VI  
ARCHITECTURAL CONTROL**

Except for fences, gates and structures erected by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, or its designated

061454 2013

committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VII  
LAND USE AND BUILDING TYPE**

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No lot shall be used as access to any property adjoining the Properties. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling.

**ARTICLE VIII  
SUBDIVISION OF LOT**

No Lot shall be re-subdivided.

**ARTICLE IX  
BUILDING LOCATION**

No building shall be situated on any Lot except in accordance with set-back lines established by the applicable zoning laws affecting the Properties in effect from time to time. The setback for the side-interior Lot line shall not apply to the placement of a building or driveway on the common Lot line separating Lots on which there has been constructed a two-family dwelling. Instead, each of the units within the two-family dwelling may share a common boundary line, and the driveway serving such dwelling may be located on the common boundary line. For the purposes of this Article X, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

061454 2014

The Board of Directors of the Association or an Architectural Control Committee appointed by the Board may, in its sole discretion, grant variances to the restrictions provided for in this Article.

**ARTICLE X  
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 nuisances to the neighborhood.

**ARTICLE XI  
TEMPORARY STRUCTURES**

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

**ARTICLE XII  
SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet to advertise the property for sale or lease.

**ARTICLE XIII  
LIVESTOCK AND POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, dogs, cats, horses and cows or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

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**ARTICLE XIV  
RADIO AND TELEVISION ANTENNA**

No exterior radio, television or satellite-dish antenna may be installed except behind the residence unless such installation and the size, color and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

**ARTICLE XV  
MAIL BOXES**

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

**ARTICLE XVI  
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 not be kept except in sanitary containers installed in such a manner to be acceptable to the Board of Directors of the Association or an architectural control committee appointed by the Board. All equipment for the storage disposal of such materials shall be kept in a clean and sanitary condition and shall not be visible from the street.

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ARTICLE XVII  
GENERAL PROVISIONS

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

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

Section 3: Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 4: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments

001454 2017

provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

**Section 5: FHA/VA Approval.** As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

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

Witnesses:

Dany Ann Bellflower  
Melissa A. Kutter

J. LARRY WILLIAMS  
DON F. LAMONICA

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared J. LARRY WILLIAMS, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in the State and County name above this 10<sup>th</sup> day of September, 1990.

Dany Ann Bellflower  
Notary Public  
My Commission Expires: 9/12/93  
Notary Public, State Of Florida At Large 011  
My Commission Expires Dec. 12, 1993  
Bonded By Western Surety Company

Prepared by: JOHN C. LOVETT, ESQ. 15  
KATZ, KUTTER, HAIGLER  
P.O. Box 1877  
Tallahassee, FL 32302-1877

061454 2018

"EXHIBIT A"

That part of the Southwest Quarter of the Northwest Quarter of Section Seven (7) in Township Two (2) North, Range One (1) East, and described as follows, to-wit: Commence at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section Seven, and then run South eleven and five-hundredths (11.05) chains, then run East eight and ninety-five hundredths (8.95) chains, then North two and thirty-eight hundredths (2.38) chains, then East four and forty-seven and a half hundredths (4.47 1/2) chains, thence North two and forty-three hundredths (2.43) chains, thence East six and fifty-seven and a half hundredths (6.57 1/2) chains, then North six and twenty-four hundredths (6.24) chains, then West twenty (20) chains to place of beginning, and containing eighteen (18) acres, more or less.

AND

Commence at the Southwest corner of the Northwest 1/4 of Section 7, Township 2 North, Range 1 East, thence run North 8.80 chains; thence run East 4.55 chains; thence run South 8.80 chains; thence run West 4.55 chains to the point of beginning, and containing four (4) acres more or less.



OR 1592-1490

SUSAN S. THOMPSON, Esq.  
1530 Metropolitan Blvd.  
Tallahassee, Florida 32308

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BANNERMAN BLUFF HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Bannerman Bluff Homeowners' Association, Inc. is made this 29<sup>th</sup> day of September, 1992 by J. Larry Williams and Don F. Lamonica, hereinafter referred to as Declarant,

**W I T N E S S E T H:**

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

WHEREAS, Declarant encumbered said property with those certain declaration of covenants, conditions and restrictions of Bannerman Bluff Homeowners' Association, Inc. recorded in Official Records Book 1454, Page 2003 of the public records of Leon County, Florida, and

WHEREAS, Declarant desires to amend said restrictive covenants as follows:

Article VII shall be restated as follows:

**ARTICLE VII**

**LAND USE AND BUILDING TYPE**

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No lot shall be used as access to any property adjoining the properties. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling containing at least 1,100 square feet. No modular or mobile home shall be permitted.

Prepared by:  
W. CRIT SMITH, Esq.  
SUSAN S. THOMPSON, Esq.  
1530 Metropolitan Blvd.  
Tallahassee, Florida 32308

OR 1592661090

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BANNERMAN BLUFF HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Bannerman Bluff Homeowners' Association, Inc. is made this 29~~th~~ day of September, 1992 by J. Larry Williams and Don F. Lamonica, hereinafter referred to as Declarant,

W I T N E S S E T H:

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

WHEREAS, Declarant encumbered said property with those certain declaration of covenants, conditions and restrictions of Bannerman Bluff Homeowners' Association, Inc. recorded in Official Records Book 1454, Page 2003 of the public records of Leon County, Florida, and

WHEREAS, Declarant desires to amend said restrictive covenants as follows:

Article VII shall be restated as follows:

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No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No lot shall be used as access to any property adjoining the properties. No building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling containing at least 1,100 square feet. No modular or mobile home shall be permitted.


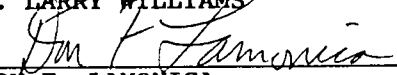
OR 1592101491

Article IX shall be restated as follows:

ARTICLE IX

BUILDING LOCATION

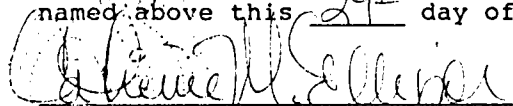
No building shall be situated on any Lot except in accordance with set-back lines established by the applicable zoning laws affecting the properties in effect from time to time. For the purposes of this Article IX, eaves and steps shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

  
\_\_\_\_\_  
J. LARRY WILLIAMS  
  
\_\_\_\_\_  
DON F. LAMONICA

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared J. LARRY WILLIAMS, who is personally known to me/presented- \_\_\_\_\_ as identification and who executed the document, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 29<sup>TH</sup> day of September, 1992.


  
\_\_\_\_\_  
NOTARY PUBLIC CATHERINE M. ELLINOR  
NOTARY PUBLIC, State of Florida  
My commission expires August 10, 1995.

021500011492

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized in the State and County named above to take acknowledgments, personally appeared DON F. LAMONICA, who is personally known to me/presented \_\_\_\_\_ as identification and who executed the document, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and did not take an oath.

WITNESS my hand and official seal in the State and County named above this 29<sup>th</sup> day of September, 1992.

  
Catherine M. Ellinger  
NOTARY PUBLIC CATHERINE M. ELLINGER

NOTARY PUBLIC, State of Florida at Large  
My commission expires August 10, 1995,

GR 1592-1493

GR 1454-2018

"EXHIBIT A"

That part of the Southwest Quarter of the North-west Quarter of Section Seven (7) in Township Two (2) North, Range One (1) East, and described as follows, to-wit: Commence at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section Seven, and then run South eleven and five-hundredths (11.05) chains, then run East eight and ninety-five hundredths (8.95) chains, then North two and thirty-eight hun-dredths (2.38) chains, then East four and forty-seven and a half hundredths (4.47 1/2) chains, thence North two and forty-three hundredths (2.43) chains, thence East six and fifty-seven and a half hundredths (6.57 1/2) chains, then North six and twenty-four hundredths (6.24) chains, then West twenty (20) chains to place of beginning, and containing eighteen (18) acres, more or less.

AND

Commence at the Southwest corner of the Northwest 1/4 of Section 7, Township 2 North, Range 1 East, thence run North 8.80 chains; thence run East 4.55 chains; thence run South 8.80 chains; thence run West 4.55 chains to the point of beginning, and containing four (4) acres more or less.

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CLERK OF CIRCUIT COURT

OR 178960634

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Prepared by:  
W. CRIT SMITH, ESQ.  
SUSAN S. THOMPSON, ESQ.  
3520 THOMASVILLE ROAD-4TH FLOOR  
TALLAHASSEE, FL 32308

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

JAN 20 12 11 PM '95

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BANNERMAN BLUFF HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Covenants, Conditions and  
Restrictions of Bannerman Bluff Homeowners' Association, Inc. is  
made this 13th day of January, 1995 by J. Larry Williams and Don F.  
Lamonica, hereinafter referred to as Declarant,

**W I T N E S S E T H:**

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

WHEREAS, Declarant encumbered said property with those certain  
declaration of covenants, conditions and restrictions of Bannerman  
Bluff Homeowners' Association, Inc. recorded in Official Records  
Book 1454, Page 2003 of the Public Records of Leon County, Florida,  
and

WHEREAS, Declarant desires to amend said restrictive covenants  
as follows:

Easement in Article V, Section 2 of said Declaration is  
described in Exhibit "A" attached hereto.

[Signature]  
Witness Signature  
[Signature]  
Printed Witness Signature  
[Signature]  
Witness Signature  
SANDY BRANTLY  
Printed Witness Signature

[Signature]  
L.S.  
J. LARRY WILLIAMS  
Address: P.O. Box 10235, Tallahassee, FL. 32303  
[Signature]  
L.S.  
DON F. LAMONICA, by J. LARRY WILLIAMS, as his  
ATTORNEY-IN-FACT  
Address: P.O. Box 10235, Tallahassee, FL. 32303

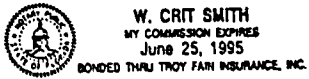
**State of Florida  
County of Leon**

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take  
acknowledgments, personally appeared  
J. LARRY WILLIAMS, individually and as Attorney-in-fact for DON F. LAMONICA who has/have  
produced personally known to me  
as identification or who is/are personally known to me and they did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this 13th day of January, A.D.  
1995.

\_\_\_\_\_

Notary Public Rubber Stamp Seal



[Signature]  
Notary Signature  
[Signature]  
Printed Notary Signature

OR 1789PG0635

RECORDING NOTICE  
Document legibility unsatisfactory  
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Commence at a concrete monument marking the southwest corner of the Northwest Quarter of Section 7, Township 2 North, Range 1 East, Leon County, Florida, said monument lying on the Northerly maintained right of way of Bannerman Road and run thence North 89 degrees 07 minutes 53 seconds East along said maintained right of way 220.93 feet to the POINT OF BEGINNING of Bannerman Bluff Drive, said point being on a curve concave Northwesterly, thence along said curve with a radius of 30.0 feet through a central angle of 89 degrees 08 minutes 50 seconds for an arc length of 46.68 feet, thence North 00 degrees 00 minutes 57 seconds West along the Westerly right of way of Bannerman Bluff Drive 526.73 feet to a point of curve to the left, thence along said curve with a radius of 275.0 feet through a central angle of 20 degrees 55 minutes 56 seconds for an arc length of 100.47 feet (chord of 99.91 feet bears North 10 degrees 28 minutes 54 seconds West) to a point of reverse curve, thence along said curve with a radius of 325.0 feet through a central angle of 21 degrees 42 minutes 44 seconds for an arc length of 123.16 feet (chord of 122.42 feet bears North 10 degrees 05 minutes 30 seconds West) thence North 00 degrees 45 minutes 51 seconds East 172.91 feet to a point of curve to the right, thence along said curve with a radius of 125.0 feet through a central angle of 89 degrees 00 minutes 41 seconds for an arc length of 194.19 feet (chord of 175.25 feet bears North 45 degrees 16 minutes 12 seconds East) thence North 89 degrees 46 minutes 32 seconds East along the Northerly right of way of Bannerman Bluff Drive a distance of 717.64 feet to a point of curve to the left, thence along said curve with a radius of 30.0 feet through a central angle of 46 degrees 34 minutes 03 seconds for an arc length of 24.38 feet (chord of 23.72 feet bears North 66 degrees 29 minutes 21 seconds East) to a point of reverse curve, thence along said curve with a radius of 50.0 feet through a central angle of 273 degrees 08 minutes 06 seconds for an arc length of 238.36 feet (chord of 68.75 feet bears South 00 degrees 13 minutes 28 seconds East) to a point of reverse curve, thence along said curve with a radius of 30.0 feet through a central angle of 46 degrees 34 minutes 03 seconds for an arc length of 24.38 feet (chord of 23.72 feet bears North 66 degrees 56 minutes 26 seconds West) to the Southerly right of way of Bannerman Bluff Drive, thence along said right of way South 89 degrees 46 minutes 32 seconds West 341.87 feet to a point of curve to the left, thence along said curve with a radius of 30.0 feet through a central angle of 89 degrees 00 minutes 41 seconds for an

arc length of 46.61 feet (chord of 42.06 feet bears South 43 degrees 16 minutes 12 seconds West) to a point on the Easterly right of way of Bannerman Bluff Court, thence South 00 degrees 45 minutes 51 seconds West along said right of way 202.32 feet to a point of curve to the left, thence along said curve with a radius of 30.0 feet through a central angle of 46 degrees 34 minutes 03 seconds for an arc length of 24.38 feet (chord of 23.72 feet bears South 22 degrees 31 minutes 10 seconds East) to a point of reverse curve, thence along said curve with a radius of 50.0 feet through a central angle of 273 degrees 08 minutes 06 seconds for an arc length of 238.36 feet (chord of 68.75 feet bears North 89 degrees 14 minutes 09 seconds West) to a point of reverse curve, thence along said curve with a radius of 30.0 feet through a central angle of 46 degrees 34 minutes 03 seconds for an arc length of 24.38 feet (chord of 23.72 feet bears North 24 degrees 02 minutes 53 seconds East) to a point on the Westerly right of way of Bannerman Bluff Court, thence North 00 degrees 45 minutes 51 seconds East along said right of way 200.42 feet to a point of curve to the left, thence along said curve with a radius of 30.0 feet through a central angle of 90 degrees 59 minutes 19 seconds for an arc length of 47.64 feet (chord of 42.79 feet bears North 44 degrees 43 minutes 48 seconds West) to a point on the Southerly right of way of Bannerman Bluff Drive, thence South 89 degrees 46 minutes 32 seconds West along said right of way 265.75 feet to a point of curve to the left, thence along said curve with a radius of 75.00 feet through a central angle of 89 degrees 00 minutes 41 seconds for an arc length of 116.52 feet (chord of 105.15 feet bears South 45 degrees 16 minutes 12 seconds West) to a point on the Easterly right of way of Bannerman Bluff Drive, thence South 00 degrees 45 minutes 52 seconds West along said right of way 172.91 feet to a point of curve to the right, thence along said curve with a radius of 275.00 feet through a central angle of 21 degrees 42 minutes 44 seconds for an arc length of 104.21 feet (chord of 103.59 feet bears South 10 degrees 05 minutes 30 seconds East) to a point of reverse curve, thence along said curve with a radius of 325.00 feet through a central angle of 20 degrees 51 minutes 59 seconds for an arc length of 118.36 feet (chord of 117.71 feet bears South 10 degrees 30 minutes 49 seconds East) thence South 00 degrees 00 minutes 57 seconds East along said Easterly right of way 575.92 feet to the intersection of the Easterly right of way of Bannerman Bluff Drive with the Northerly maintained right of way of Bannerman Road), thence South 89 degrees 07 minutes 53 seconds West along said maintained right of way 79.56 feet to the POINT OF BEGINNING.

The above described property being subject to a power line easement across the southerly 100.00 feet.



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