

THIS INSTRUMENT PREPARED BY:
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DECLARATION OF RESTRICTIVE COVENANTS
(CHARLESTON SQUARE)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 21 day of January, 1992, by CHARLESTON SQUARE PARTNERSHIP, a Florida General Partnership (hereinafter referred to as the "Declarant"), for itself, its heirs, grantees and assigns.

W I T N E S S E T H :

1. **LANDS.** The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto. Declarant has, or will construct townhouse residential units upon the property. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A" (hereinafter called the "property" or the "lands"), effective as set forth in paragraph 3. below.

2. **NAME.** The name by which the property shall be known and identified is "CHARLESTON SQUARE".

3. **SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS.** Declarant impresses and imposes upon the property these restrictive covenants, which shall run with the land. This Declaration shall be binding upon Declarant, its heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or their assigns and successors in interest as if set forth in full in the instrument of conveyance.

4. **DEFINITIONS.** The terms used in the restrictions shall have the following meanings:

A. "Townhouse or Unit" shall mean the parcel of real property, and the single-family living unit constructed on it. Each townhouse as currently designed may be a part of a triplex of three (3) townhouses with each townhouse sharing a "common" or "party" wall with the adjoining townhouse owner.

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B. "Homeowner" or "Unit Owner" means the owner of a townhouse.

C. "Association" means CHARLESTON SQUARE HOMEOWNERS ASSOCIATION, INC., a non-profit association, and its successors, which association shall be responsible for the operation and management of the entrance area off of Hartsfield Road and the common area off of Nugget Lane. The association shall have such other rights, duties and obligations as are set forth in this Declaration; the Bylaws and the Articles of Incorporation.

D. "Bylaws" shall mean such bylaws as are established by the association from time to time.

E. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

F. "Property" means and includes the land described in Exhibit "A", and all improvements thereon, together with all easements and rights appurtenant to the property intended for use in connection with the property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

G. "Triplex" shall mean a free standing building consisting of three (3) adjoining townhouses built with common or party walls and not connected on either side to other townhouse units.

H. "Parking Pads" means the parking area constructed in front of each building for the use of the homeowners within the building.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the association provided, however, that where any unit is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the association on behalf of all of the owners of the unit.

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In the event the owner of a unit is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

B. Voting Rights: The association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners with the exception of Declarant, and shall be entitled to one (1) vote for each unit owned.

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each unit owned by Declarant to be constructed as shown on the approved preliminary plat of the property. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

6. ASSESSMENTS AND LIENS. Each townhouse owner, by the acceptance of a deed for a townhouse located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the association:

A. Annual assessments or charges as herein set forth and as established by the association; and

B. Special assessments for capital or other improvement or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the townhouse owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such townhouse. Assessments shall be made pursuant to the bylaws of the association. No townhouse owner may exempt himself from liability for his contribution towards the common

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expenses by waiver of the use or enjoyment of any of the easements areas or by the abandonment of his townhouse. The Declarant shall not be obligated for payment of assessments for townhouse units he owns within the subdivision unless Declarant's units are rented. If Declarant's units are rented, he shall pay a prorated amount only while the unit is occupied by a tenant. In return for not paying homeowners dues, Declarant shall maintain the entranceway and common area until such time as Declarant elects to turn maintenance over to the homeowners association and begins to pay dues on units owned by the Declarant.

7. PURPOSE OF ASSESSMENTS. The assessments levied by the association shall be used to promote and maintain the health, safety and welfare of the members of the association, and in particular, for the improvement and maintenance in a first-class condition and in a good state of repair of the entrances to the subdivision and such other areas which are maintained by the association, whether owned by the association or by a townhouse owner and maintained by the association.

8. DEPOSIT OF ASSESSMENTS. All sums from assessments or related payments shall be collected and held by the association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the townhouse owners.

9. AMOUNT OF ANNUAL ASSESSMENTS. The annual assessment per townhouse unit shall be One Hundred Forty-Four Dollars and No Cents (\$144.00) for the year 1992. Thereafter, the assessment shall be set by a vote of the Board of Directors of the association. The assessments may be paid in whole or in monthly installments. The Board of Directors may not increase the annual assessments by more than ten percent (10%) over the previous year's assessments without the approval of a majority of the unit owners.

10. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the association may levy in any

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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, re-construction, repair or replacement of the improvements or easements within the property. The decision to make the special assessment and the amount of the assessment shall be made in accordance with the Articles of Incorporation and Bylaws of the association.

11. COLLECTION OF ASSESSMENTS. All assessments shall be due on the first (1st) day of each calendar month and are delinquent if not paid by the tenth (10th) day of each month. No set-offs shall be allowed to any townhouse owner for repairs or improvements, or services contracted for by any townhouse owner without the express written authorization of the Board of Directors of the association. The association shall be entitled to collect from the townhouse owner all legal costs including a reasonable attorney's fee incurred by the association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

12. SERVICE CHARGE OF DELINQUENT ASSESSMENTS. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid by the tenth (10th) day of each month may, upon decision of the Board of Directors of the association, bear a service charge of Five Dollars and No Cents (\$5.00) per month from the due date.

13. EFFECT OF TRANSFER OF TITLE ON ASSESSMENT. The sale or transfer of any townhouse shall not affect the assessment lien; provided, however, the sale or transfer of any townhouse pursuant to mortgage foreclosure or any proceedings in lieu thereof 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 townhouse from liability from any assessment thereafter becoming due or from the lien thereof.

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14. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION. In addition to the duties and powers of the association, as hereinabove set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the association, the association shall:

A. Maintain and otherwise manage all the common areas and all improvements and landscaping on the common areas and at the entrances to the subdivision.

B. Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easements or cross-easement areas.

C. Obtain and maintain such policy or policies of insurance as the association may deem necessary or desirable in protecting the interest of the association and its members.

D. Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the association, including a yard maintenance service.

E. The Declarant or the association may (but shall not be obligated to) build a swimming pool for the use and benefit of all the homeowners and their guests and invitees. The pool, if built, shall be owned by the association, and the association shall be responsible for the maintenance of the pool. The association shall have the authority to make and enforce rules governing the use of the pool.

15. EXTERIOR MAINTENANCE OF TOWNHOUSES AND OTHER AREAS. The association may maintain, at its election, all of the yards within the subdivision and all of the common areas and shall pay for such maintenance from the annual assessments. The association's agents or employees shall have the right to go onto the

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property of any townhouse owners for the sole purpose of maintenance as provided for in this paragraph. Any contract for continual maintenance of the yards and common area shall be approved by the Board of Directors of the association after solicitation of at least three (3) bids from persons or firms capable of providing similar landscaping services.

16. EASEMENTS. The following easements shall be deemed to be covenants running with the land with relation to townhouses and the property described in Exhibit "A".

A. Fencing easement along and upon the boundaries of the property. The Declarant may erect a fence upon all or parts of the boundaries of the property. The association may subsequently decide to erect on such boundaries additional or alternative fencing. The association shall maintain such fences as are erected initially by the Declarant or thereafter by the association. All townhouses owners in CHARLESTON SQUARE will allow the association or its agents or designees the right to go over or upon lots within CHARLESTON SQUARE for the purpose of construction, maintenances and repair of such fencing.

B. Utility easements are reserved through the property for utility services in order to properly and adequately serve all units constructed within the property; provided, however, that such easements through any townhouse shall be only according to the plans and specifications or as the townhouse building is actually constructed unless approved in writing by the townhouse owner. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable

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television and sanitary sewer lines and facilities, and drainage facilities.

C. If any townhouse shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching townhouse, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the property, which connections or lines or any portions thereof lie within the units or the townhouse lots owned by homeowners other than the owner of a townhouse served by said lines or connections, the owner of any townhouse served by said connections shall have the right and is hereby granted an easement to the full extent necessary to enter upon such units or townhouse lots or to have the utility companies enter upon the units or lots in or upon which said connection or lines or any portions thereof lie or are located, to repair, replace and generally maintain the connections as may be necessary. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the property, which connection or lines serve more than one townhouse, the owner of each such townhouse served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve his townhouse, and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections.

E. Each townhouse or other such free standing building as may be constructed will be constructed with

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a "parking pad" for the use of all of the owners of the units within the building. Each homeowner within each building shall have a non-exclusive easement for himself, his agents, invitees, heirs and assigns for access and parking over and across the parking pad constructed as a part of the building of which his unit is a part.

17. PARKING. Any boats kept on the property shall be stored on the parking pads only. No boats shall be stored on the property that exceed fifteen feet (15') in length. No non-operable motor vehicles shall be parked on the property in excess of seven (7) consecutive days. No owner shall be entitled to use more than one (1) parking space for a boat, motorhome or travel trailer or other vehicle not used for regular day-to-day transportation. No unit owner may use a parking space for a boat, motor vehicle, trailer or other motor vehicle if the household of the unit owner utilizes more than one motor vehicle on a regular basis.

18. LAND USE AND BUILDING TYPE. No townhouse shall be occupied or used except for residential purposes by the owners, their tenants or social guests, except that Declarant may use townhouses owned by him for display and sales offices.

19. ARCHITECTURAL CONTROL: No building, shed or other structure of any type, including but not limited to fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any townhouse lot, nor shall any exterior modification of any townhouse unit be made without the prior written approval of the Board of Directors of the association or their designee, except that approval shall be solely with Declarant so long as Class B membership exists. Any owner seeking approval shall submit detailed plans and specifications showing proposed locations on the property.

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20. NUISANCES. No noxious or offensive activities shall be carried on, in, upon or around any townhouse or in or upon any easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining townhouse owners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of such of the owners, tenants or licensees of his respective living unit or which shall in any way increase the rate of insurance for the property.

21. SIGNS. No sign of any kind shall be displayed to the public view on any townhouse or any portion of the easement areas, except one sign of customary and reasonable dimension advertising the townhouse for sale or rent, and except for signs used by Declarant, his business successors or assigns to advertise the property or townhouses during the construction and sale.

22. GARBAGE DISPOSAL. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

23. DRAPES OR CURTAINS. All drapes or curtains visible to the outside of any townhouse unit shall have a white backing.

24. RIGHT TO LEASE. The townhouse owners shall have the right to lease or rent their townhouse, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the association.

25. REGULATIONS. Reasonable regulations concerning the use of the property including common easement areas and all other areas which the association maintains, regardless of fee ownership, may be made and amended from time to time by the association. Copies of such regulations and amendments shall be furnished by the

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association to all townhouse owners and residents of the townhouses upon request.

26. PETS. Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and it must be on a leash or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

27. LIMITATION OF LIABILITY OF ASSOCIATION. Notwithstanding the duties of the association, specifically including, but not limited to its duty to maintain and repair the entrances and the common areas, the association shall not be liable to townhouse owners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the association or caused by acts of God or by third parties.

28. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION. Within a reasonable time after a casualty or loss to property for which the association has the responsibility of maintenance and repair, the association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged property. The association shall diligently repair or replace the same unless a majority of the townhouse owners vote to the contrary.

29. ENFORCEMENT OF OBLIGATIONS. Each townhouse owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the association, the Bylaws of the association and any regulations adopted by the association. Upon failure of a homeowner to so comply, the Declarant, the association, any mortgagees having a first lien on a townhouse, or other townhouse owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the hereinabove documents shall not be

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deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

30. INSURANCE. Each townhouse owner shall maintain fire and extended coverage insurance on his townhouse and improvements in an amount equal to the maximum insurable replacement value. The association may require the townhouse owner to provide written evidence of such coverage annually. In the event of loss, subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the association shall otherwise agree.

31. PARTY WALLS. Each wall built as a part of the original construction of a townhouse within the subdivision and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it, and if the other owners thereafter shall make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provisions in this paragraph, an owner who, by his negligent or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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The right of any owner to contribution from any other owner under this paragraph shall run with the land, and shall pass to such owner's successors in title.

32. AMENDMENTS TO DECLARATION.

A. Amendments by Declarant: Until Declarant's Class B membership in the association is terminated as herein provided, Declarant acting alone may amend these Restrictive Covenants, except that prior approval of the Federal Housing Authority (FHA) and Veterans Administration (VA) must be obtained before any additional property is annexed to the subdivision, any common areas are dedicated to a public entity, or the Articles of Incorporation of the association are amended. All other amendments or modifications may be made by Declarant without obtaining the prior consent of FHA/VA, the association, or the owners; provided, however, that the association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the association, the right to grant such variances shall be exercised by the Architectural Control Committee.

B. Amendments By Owners: Except as provided in this Declaration, after termination of Class B membership in the association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all units, together with (ii) the approval or ratification of a majority of the Board of Directors of the association. The aforementioned consent of the homeowners may be evidenced by a writing signed by the required number of

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homeowners or by the affirmative vote of the required number of homeowners at any regular or special meeting of the association called and held in accordance with the Bylaws and evidenced by a Certificate of the Secretary or an Assistant Secretary of the corporation.

33. ANNEXATION: As long as Declarant holds Class B voting rights, it may, with prior approval of FHA/VA, elect to annex additional property into the subdivision known as CHARLESTON SQUARE; provided, however, such additional property is subject to these or similar Restrictive Covenants.

34. FHA/VA APPROVAL: So long as Class B membership exists, the following actions shall require the prior approval of the Federal Housing Authority and/or Veterans Administration: annexation of additional properties to the subdivision; dedication of common areas to public use; and any amendment to the Articles of Incorporation of the association. These restrictions, unless prohibited by rule of law, may be amended from time to time by the association after first obtaining the written consent of two-thirds (2/3) of the then current unit owners.

35. DEVELOPMENT BY DECLARANT. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any townhouses or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

36. ELECTION OF BOARD OF DIRECTORS. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and Bylaws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the association. This right shall continue until the sooner

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occurrence of: (1) December 31, 1993; or (2) the Declarant no longer has an ownership interest in the property.

37. TERMINATION OF RESPONSIBILITY OF DECLARANT. At such times as the Declarant sells, conveys or otherwise disposes of his interest in and to all of the townhouses, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

38. VARIANCES. Variances for minor deviations from this Declaration may be granted by Declarant or the association at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

39. TITLES. The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

40. SEVERABILITY. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of the association shall not affect the validity of the remaining portions.

41. TERMINATION. Unless sooner terminated according to the manner herein provided, these Restrictive Covenants, but not the easement granted hereby, shall terminate on December 31, 2006.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

WITNESSES (Type Names):

F. Michael Dimitroff
Witness - F. Michael Dimitroff

Shannon Shelley
Witness - Shannon Shelley

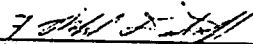
CHARLESTON SQUARE PARTNERSHIP
5000 Tennessee Capital Blvd.
Tallahassee, FL 32303

By: MEHRDAD GHAZVINI-NEJAD
General Partner

STATE OF FLORIDA,
COUNTY OF LEON.

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The foregoing Declaration of Restrictive Covenants pertaining to CHARLESTON SQUARE was acknowledged before me by MEHRDAD GHAZVINI-NEJAD, as General Partner of CHARLESTON SQUARE PARTNERSHIP, a Florida General Partnership, under oath and personally known to me, on this 21 day of January, 1992.


NOTARY PUBLIC - F. Michael Dimitroff
(Type Name)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 22, 1993
Stewart Title Guaranty Insurance Inc.

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Begin at a concrete monument marking the Northeast corner of Talco Hills, a subdivision recorded in Plat Book 9, Page 3, of the Public Records of Leon County, Florida and run along the Easterly boundary of said Talco Hills as follows: South 00 degrees 36 minutes 53 seconds East 176.63 feet to a concrete monument, thence North 89 degrees 23 minutes 07 seconds East 40.00 feet to a concrete monument, thence South 00 degrees 36 minutes 53 seconds East 990.00 feet to a concrete monument, thence North 89 degrees 23 minutes 07 seconds East 150.00 feet to a concrete monument, thence South 00 degrees 36 minutes 53 seconds East 175.00 feet to a concrete monument, thence South 12 degrees 08 minutes 56 seconds West 135.80 feet to a concrete monument on the Northerly right of way boundary of Hartsfield Road, thence leaving said Easterly boundary of Talco Hills run North 89 degrees 32 minutes 23 seconds East along said Northerly boundary of Hartsfield Road a distance of 270.93 feet to a concrete monument, thence leaving said Northerly right of way boundary of Hartsfield Road run North 01 degree 21 minutes 11 seconds West along a projection of the Westerly boundary of Astoria Park, Unit No. 2, a subdivision recorded in Plat Book 6, Page 8, of the Public Records of Leon County, Florida and along said Westerly boundary of Astoria Park, Unit No. 2, a distance of 1475.03 feet to a concrete monument on the Southerly right of way boundary of a 30 foot unimproved county road, run thence South 89 degrees 17 minutes 30 seconds West along said Southerly right of way boundary a distance of 411.93 feet to the POINT OF BEGINNING.

The above described property being subject to a drainage ditch and a City of Tallahassee sanitary sewer line.

EXHIBIT "A"