

This instrument prepared by:
Susan S. Thompson, Esquire
Smith, Thompson, Shaw & Manassa, P.A.
3520 Thomasville Road - 4th Floor
Tallahassee, Florida 32309

Inst:0000197915 Date:04/28/2003 Time:12:36
DC, Brent Thurmond, WAKULLA County B:484 P:821

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OLD COURTHOUSE SQUARE HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by **BRAD SUBER**
and **TRACY SUBER**, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wakulla County, State of
Florida, which is more particularly described as: See Exhibit "A" attached hereto and by
reference made a party hereof;

NOW, THEREFORE, Declarant hereby declares that all of the property described
above 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 **OLD COURTHOUSE SQUARE
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 the fee simple title to any Lot which is a part of the Properties,

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*.THIS RESTRICTIVE COVENANTS ARE BEING RE-RECORDED TO ATTACH THE LEGAL DESCRIPTION AND TO ADD THE SIGNATURE
AND ACKNOWLEDGEMENT OF MAJESTIC HOMES * DEVELOPMENT, INC*.*

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

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

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Declarant" shall mean and refer to **Brad Suber and Tracy Suber**, its successors and assigns.

ARTICLE II Property Rights

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

- (a) The right of the association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;
- (b) The right of the association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60

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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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III Membership and Voting Rights

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

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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.

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Class B. The Class B members shall be the Declarant and shall be entitled to three (3) 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;

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership;
- 2) January 1, 2005.

ARTICLE IV
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 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 special assessments, together with interest, costs, and reasonable attorney's 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 attorney's 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

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expressly assumed by them. Declarant is exempt from dues and assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to maintain the exterior of the property including but not limited to exterior paint, roof, exterior appearance, termite treatment and garbage pick-up and to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

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 \$700.00 per townhouse per year lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum 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 a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at 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

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

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

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on a date to be decided by the Board of Directors. The first annual assessment shall be adjusted

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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. The due dates shall be established by the Board of Directors.

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 18% per annum. 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. 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, 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 an assessments thereafter becoming due or from the lien thereof.

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Stewart Title of Tallahassee, Inc. 1000 OLD COURTHOUSE SQUARE Tallahassee, Florida, Inc. dtd

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**ARTICLE V
Land Use and Building Type**

No lot shall be used except for residential purposes.

**ARTICLE VI
Dwelling Size**

No dwelling shall be permitted unless its is at least 1200 square feet.

**ARTICLE VII
Building Location**

No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum setback lines determined by the City of Crawfordville or Wakulla County Codes.

**ARTICLE VIII
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 any annoyance or nuisance to the neighborhood.

**ARTICLE IX
Signs**

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

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**ARTICLE X
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 they are not kept, bred or maintained for any commercial purpose.

**ARTICLE XI
Architectural Control**

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. In the event said Board, or its designated 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.

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**ARTICLE XII
General Provisions**

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. 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 of this Declaration recordation, 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 two-thirds (2/3) of the Lot Owners, and thereafter by an instrument signed not less than one-half (1/2) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. No additional land may be annexed without the consent of two-thirds vote of each class of members of the Association.

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Section 5. FHAVA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

DATED this 24th day of April, 2003.

Signed, sealed and delivered
in the presence of:

Bronce K. Clarke
Signature

BRUCE K. CLARKE
Printed Name

[Signature]
BRAD SUBER

Tracy Suber
TRACY SUBER

Robert Miller Smith
Signature

Robert Miller Smith
Printed Name

STATE OF FLORIDA
COUNTY OF WAKULLA

BRAD SUBER and TRACY SUBER known to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person: personal know and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of April, 2003.

MISTY U. TAYLOR
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00111438
EXPIRES 08/31/2008
BONDED THRU 1-000-NOTARY11

[Signature]
NOTARY PUBLIC

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ATTEST:
Secretary

Signed, sealed and delivered in the presence of:

MAJESTIC HOMES & DEVELOPMENT, INC.

Eileen C. Rice
Witness Signature
Eileen C. Rice
Printed Witness Signature

By: BRADLEY D. SUBER, PRESIDENT
Address: *3 fl.*
#2 SPRINGVIEW DRIVE, CRAWFORDVILLE, FLORIDA
32327

Witness Signature

Printed Witness Signature

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 BRADLEY D. SUBER, known to me to be the PRESIDENT of MAJESTIC HOMES & DEVELOPMENT, INC., the corporation in whose name the foregoing instrument was executed and that he/she acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in him/her by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form of identification of the above-named person:
Personally Known
and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 21st day of November, 2003.

Eileen C. Rice
Notary Signature

Notary Public Rubber Stamp Seal

Printed Notary Signature



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