

REPLICA of
DECLARATION OF RESTRICTIVE COVENANTS
OF
BLAIRSTONE FOREST
(UNIT THREE)
an
UNRECORDED PLAT

Blairstone Forest Community Association Declaration of Restrictive Covenants Replica

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(Note: Page number reflect the original document not this version.)

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STATE OF FLORIDA

COUNTY OF LEON

This Declaration of Restrictive Covenants, made and published on this 9th day of August, 1984, by MAD DOG DESIGN & CONSTRUCTION CO., INC., a Florida corporation, hereinafter called the “Grantor” or “Declarant”; (Recorded in the Official Record Book 1126, page 627.)

W I T N E S S E T H:

WHEREAS, MAD DOG DESIGN & CONSTRUCTION CO., INC., is the owner in fee simple of a subdivision known as Blairstone Forest, being a subdivision of land, situate, lying and being in Leon County, Florida, and more accurately and particularly described in Exhibit “A” attached hereto (*original version*) and made a part hereof (*original version*); and

WHEREAS, the Grantor is desirous of creating and maintaining a single family residential neighborhood upon that parcel of land and has spent substantial time, money and effort in creating a subdivision which maintains the natural wooded beauty and aesthetic wooded quality of the tract of land as near as possible to its undeveloped state for the peace, tranquility and resale value of the purchasers; and

WHEREAS, it is to the interest, benefit and advantage of Blairstone Forest and to each and every person who shall hereafter purchase any individual lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of those individual lots shall be established, set forth and declared to be covenants running with the land; and

WHEREAS, this property is an area of sensitive woodlands with some of this land lying in the one hundred year floodplain and whereas it is the desire of the Grantor to retain as much of the pristine setting as possible, including the natural filtration of stormwater, it is to be expected that there may be some water visible upon the rear of some lots for brief periods after significant storm events.

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NOW, THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Blairstone Forest subdivision and each and every subsequent owner of any of the individual lots in said, said Grantor does hereby set up, establish, promulgate and declare the following restrictive or protective covenants to apply to all of the said individual lots and to common lands contained within the boundaries of the project and to all persons owning said lot, or any of them, hereafter; these restrictions shall become effective immediately as set forth herein and run with the land and shall be binding upon all persons deraining title through the Grantor during the lifetime of these restrictions.

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I. DEFINITIONS

For purposes of interpretation and understanding of these covenants, the terms set out below in this section are defined and shall have the following meanings:

1. “The Project” shall mean that land encompassed with the legal description set out upon page 27 of these covenants (*original version*) as if the legal description were set out herein verbatim.

2. “Individual Lot or Lots” shall mean those parcels of land labeled Block A through Block D as approximately drawn on page 26 of these covenants (*original version*), which are subject to private ownership.

3. “Common Lands” shall mean the remainder of the lands encompassed in the project after extraction therefrom of the legal descriptions for each and every of the individual lots as well as other areas to be subsequently developed and conveyed as lots.

4. “Open Space Easements” shall mean those areas of individual lots that are designated as Open Spaces.

5. “Individual Lot Owner” shall mean the first grantee or transferee of an individual lot and the subsequent owners, grantees or transferees of those individual lots after title to same is transferred out the grantor hereof.

6. “Association” shall mean the Blairstone Forest Community Association, Inc., which shall be a Florida non-profit corporation and its successors, heirs and assigns.

7. “By-Laws” shall mean the by-laws of the Association as initially established and as from time to time amended.

8. “Rules and Regulations” shall mean the rules and regulations adopted by the Association as provided in these covenants and the by-laws of the Association.

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9. "Common Expense" shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the by-laws and its rules and regulations.

10. "Assessment" shall mean that sum of money determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular basis as set forth in these covenants, the by-laws and the rules and regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

11. "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to the assessments, rents, profits and revenues over the amount of common expenses.

II. RESTRICTIVE COVENANTS

1. Submission of Property and Subsequent Additional Property to Restrictive Covenants.

A. Mad Dog Design & Construction Co., Inc., being the owner in fee simple of the real property described as set out in Paragraph I. 1 above does hereby impose, impress and encumber those lands with the following restrictive covenants running with the land as set forth and provided for herein. These covenants shall run with the land and be binding upon the Grantor, its grantees, heirs, assigns, and transferees deraining title from and through the Grantor.

B. In the event the Grantor hereunder shall acquire lands immediately adjacent to the lands comprising the instant project and with a common boundary, and construct upon those lands a project similar in character, nature, design and layout to the instant project or to Units One and Two of Blairstone Forest, then and in that event, these covenants may be made applicable to such additional lands. The method by which additional lands may be brought under these covenants shall be as follows:

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(1) The Grantor hereunder shall file in the public records of Leon County a legal description of the new tract of land together with a statement executed by the Grantor hereunder with all the formalities that these covenants are executed stating that that particular piece of property is hereby made subject to these covenants and restrictions.

(2) These provisions of these covenants and in particular Article IX, Section 2, concerning amendment to these covenants shall not apply to the bringing under the provisions of these covenants new and additional lands to be encumbered by these covenants.

C. Page 26 of these covenants (*original version*) is specifically made a part hereof as if fully set out herein for the limited purposes of illustrating the APPROXIMATE lot size, the APPROXIMATE relationship according to size among the various lots, the APPROXIMATE location of the various lots in relation to the property boundaries and the APPROXIMATE relationship between the lots, property boundaries, and the major thoroughfares or roads through the property and for no other purpose.

D. It is the intent of the Grantor to preserve as many as possible of the incidents and characteristics of private ownership of land as is possible consistent with the overall development and design scheme and plan for this development.

E. If in the event of a conflict or discrepancy between the location and actual legal description of any particular individual lot as shown on page 26 and the description contained in a deed from the Grantor to a grantee, that description contained in the deed for that individual lot shall be controlling.

2. Subdivision of Lands Prohibited.

A. No individual lot as hereinabove defined may be divided or subdivided. No action or suit at law or in equity may be brought to partition such individual lots.

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B. No action or suit at law or equity may be brought to partition any common lands.

3. Exterior Maintenance of Homes.

A. Homes constructed on individual lots shall be maintained not only in a good state of repair but in an aesthetically pleasing manner consistent with the character and setting of the property as originally developed.

B. Specifically the following items are hereby determined to be items which must be kept in a proper state of repair and maintenance by the individual lot owner, but it is not intended to be an exclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps both front and rear, porches, if constructed, yards, and driveways.

4. Use as Private Single Family Residence.

No home or house constructed on any individual lot shall be occupied or used except for single family residential purposes by the individual lot owner. This section is specifically intended and designed to prevent or prohibit the use of homes or houses constructed on individual lots from being used as transient lodging facilities. Casual or social guests of the individual lot owner may utilize or live in such homes for an extended period of time so long as the owner of the individual lot is also currently living in that home. The Grantor hereof may, however, notwithstanding, use such houses or homes for model home sites and for display and sales offices.

5. Right to Lease.

The respective home upon any individual lot shall not be rented by the owners thereof for transient or hotel purposes which shall be defined as rental for any period or less than ninety (90) days. Other than set forth in this paragraph, and above, the right of any individual lot owner to lease their home and individual lot shall not be abridged or restricted by these covenants.

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6. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any house or home or on common lands nor shall anything be done on either individual lots or commons lands which may or may become an annoyance or nuisance to the remaining individual lot owners or any of them or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner in the quiet and peaceful enjoyment of his or her home, or individual lot.

7. Temporary Structures.

No structure of a temporary character, including but not limited to the following: trailer, mobile home, tent, shack, barn, or other building of a temporary nature shall be placed upon or erected upon any individual lot or common lands either temporarily or permanently; provided, however, the Grantor or individual lot owner may maintain temporary offices or storage facilities of such a character during the construction of the project.

8. Signs.

No sign or billboard of any kind shall be placed, erected, or constructed upon any individual lot or common lands and displayed to the public view except one sign of customary and reasonable dimension (not to exceed four square feet) advising or advertising that that individual lot and the home thereon is for sale or lease. Notwithstanding the above, the Grantor may erect during construction such signs to advertise the property, home or individual lot for sale.

9. Garbage

A. All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use and such cans or containers shall be kept in a clean and sanitary condition by the lot owner. Such receptacles shall be kept at the rear of the home or behind an approved enclosure at all times except when required to be at street

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side for collection purposes. After collection these trash receptacles shall be removed to the enclosure or rear of the home promptly.

B. Garbage containers or enclosures shall be maintained by the individual lot owner or owners. It shall be the responsibility of each individual lot owner to provide for his or her garbage collection. No dumpsters or compactors shall be employed or utilized within the project unless specifically approved by the Association by an affirmative vote of 80% of the membership thereof.

10. Radio and Television Antennas.

All radios and television antennas or other such antenna systems shall be installed and erected or constructed inside the individual owner's home. No alteration to or modification of any radio or television antenna system, as erected on either individual lots or common lands by the Grantor shall be permitted, and no individual lot owner shall construct, use or operate any external radio or television antenna.

11. Use of Common Lands.

The common lands shall be used only by individual lot owner or their tenants, guests or invitees and all such use by the individual lot owner as well as their tenants, guests or invitees shall be consistent with these covenants and any rules or regulations properly adopted by the Association.

12. Lawful Use.

All individual lots or common lands shall be used in a manner consistent with all city and county ordinances, state and federal laws, rules and regulations. No offensive or unlawful use shall be made of any individual lot or common land.

13. Cutting Trees – Penalties.

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A. No living tree with a trunk diameter of six (6) inches in diameter or greater as measured three feet from the ground shall be cut or have its roots or root system damaged except in that area designated as the home site by the owner on the approved site plan.

B. Whosoever shall violate this section shall be assessed, subject to the terms and conditions of assessments contained in Paragraphs VII. 1 and VII 6, 7, and 8 set out herein a penalty in the amount of \$150.00 per inch of circumference (not diameter) of any tree, bush or shrub so molested.

C. The circumferential measurement set out above by which penalties are determined shall be measured three feet from the ground.

14. Use of Motorcycles, Recreational Vehicles Within the Project.

No motorcycle, automobile, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the project except on paved roads intended for such vehicular operation.

15. Parking or Storage of Vehicles, Boats, Trailers.

No boat, trailer, boat trailer, recreational vehicle or out of service automobile or motorcycle or other powered vehicle shall be stored on either individual lots or common lands for a period of greater than two weeks unless such vehicle is behind the house and not generally visible from the street. Streets, driveways, and other parts of individual lots or common lands shall not be utilized for the storage of inoperable vehicles, boats, trailers of any sort, type, nature or kind.

16. Entranceway Maintenance.

The entranceway wherein Brookside Boulevard intersects Blairstone Road and the areas immediately adjacent thereto and 300 feet west thereof shall be maintained in good repair by the Community association. Specifically, the grounds, signs, fences and electrical fixtures shall be so maintained by the Association.

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17. Pets.

Household pets are permitted within the project; however, the Association may adopt and implement such rules and regulations as it may see fit governing pets within the project.

18. Solicitation and Advertising.

A. No individual lot owner may carry on any business from his or her home within the project which involves pedestrian or automobile traffic to and from that individual lot owner's home. Notwithstanding the above, the Association is hereby authorized to duly enact rules and regulations for the type, nature and character of other businesses which may be carried on by any individual lot owner if it so chooses.

B. No individual lot owner may solicit other lot owners for business purposes. No solicitation by persons who are not individual lot owners may be made of any individual lot owner upon or within the boundaries of the project. No individual lot owner shall post any business advertisement or similar poster within the windows or upon that lot owner's home or land within the project.

C. It is the intent of the Grantor hereunder by restricting business activities within the project to preserve the peace and tranquility and aesthetic single family neighborhood quality of the project. It is not the intent to prohibit businesses conducted completely within the home of any individual lot owner such as an artist, a writer, etc.

19. Notice of Rules to Guests.

Each and every individual lot owner shall advise his or her guests or invitees of the rules and regulations of the Association for the use and enjoyment of all lands, both individual lots and common lands, within the project and instruct such guests that they shall abide by such rules and regulations.

20. Miscellaneous.

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A. No laundry, mattresses, bedding materials or clothing shall be hung on or over patio fences or upon common lands to dry. Clothes lines for the purpose of drying clothing or other materials shall be prohibited except upon any individual lot, behind the home.

B. All types of firearms, including but not limited to shotguns, rifles and pistols, pellet or BB guns or air rifles are prohibited from being used, discharged or displayed upon any common lands or individual lots. Notwithstanding the above, firearms may be kept within the home of any individual lot owner.

C. All property owners with garages are to keep their garage doors closed at all times except when taking vehicles in or out of the garage.

21. Maintenance of Original Appearance.

A. The original appearance, of both the landscaping and buildings, whether on individual lots or common lands, shall be preserved within the project.

B. No individual lot owner shall make or commence any alterations in exterior shape, color or appearance of his or her home and no fence, wall or other appurtenant structure shall be constructed, erected or maintained in a manner to materially change or alter the appearance or integrity of the project unless or until such changes are approved in advance by the Association.

C. Prior to the occurrence of any such changes or alterations, plans, drawings, and specifications shall be submitted in writing to the Association setting out precisely and exactly how and what is sought to be changed or altered.

D. The Association shall at a meeting consider such plans and specifications and act upon the same within thirty (30) days from the date of submission of the same to the Association and inform the applicant of its decision regarding the acceptability of the implementation of said plans and specification in writing.

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22. Variances.

A. Variances from the operation of these covenants may be granted in writing by the Association or a committee designated and granted responsibility by the Association for minor deviations from the operation of these covenants.

B. Prior to the granting of any variance to these covenants by the Association or any committee thereof, rules, regulations and by-laws of the Association shall be adopted setting forth the criteria by which such variances shall be reviewed and designating who shall grant such variances.

III. RESPONSIBILITY OF ASSOCIATION TO MAINTAIN STREETS

It shall be the responsibility and duty of the Association to maintain all streets and thoroughfares of the land herein encumbered by these restrictive covenants in a constant good state of repair and a safe and aesthetically pleasing condition.

IV. USE OF RECREATIONAL FACILITIES

In the event recreational facilities of any type or nature are considered upon common lands, the Association shall have the right to limit or establish the number of guests or invitees of individual lot owners who may use those facilities and may from time to time adopt rules and regulations relating to the use and control of such facilities.

V. COMMUNITY ASSOCIATION

1. Creation of the Association.

There shall be created or caused to be created a non-profit corporation under the laws of the State of Florida to be entitled the Blairstone Forest Community Association, Inc. That corporation shall operate pursuant to Florida law and be governed by a Board of Directors.

A. The association shall have the authority to enact reasonable rules and regulations for the implementation of the policies set out within these covenants.

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B. There shall be two (2) classes of membership. Class A shall be the individual lot owners and there shall be as many memberships of Class A category as there are individual lots upon the completion of the project; Class B membership shall be the membership of the Grantor hereunder;

C. Class B membership shall be the only voting membership until the occurrence of the earlier or either of the following:

(1) One hundred twenty (120) days after 75% of the individual lots in the project have been conveyed to individual lot owners; or

(2) Three years following conveyance of the first individual lot to an individual owner.

(3) Upon the occurrence of either condition above, Class B membership shall cease to exist and shall have no voting rights.

D. Upon the occurrence of condition 1 above, the Grantor shall have one class A membership for each unsold individual lot.

E. Upon the occurrence of condition 2 above, the Grantor shall have one Class A vote per unsold lot; the number of sold individual lots shall be multiplied by a factor which shall produce a number of Class A votes which is greater than the number of unsold individual lots.

F. By the Grantor filing in the public records of Leon County a legal description of the new tract and a new "plat," the provisions of Article IX, Sec 2 concerning amendment shall not apply to such a change in the legal description of the lands encumbered or benefited by these covenants.

2. Powers and Duties.

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The Association, in addition to the powers and duties set forth elsewhere in these covenants, the by-laws and rules and regulations established by the Association, shall have the following powers, duties and responsibilities:

A. It shall own in fee simple, maintain and otherwise manage all common lands as shown on Page 26 hereof (*original version*) and all facilities, improvements and landscaping thereon together with common lands on any additional or adjacent projects acquired or developed by the Grantor hereof.

B. It shall maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary, desirable or advisable in protecting the interests of the Association and its members, on and to any improvements located on common lands.

C. It shall have the authority to employ a manager or other persons and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

3. Architectural Control Committee of the Association.

A. The Association shall create a committee to be entitled the Architectural Control Committee. Until such time as the Grantor ceases to have control of the membership pursuant to Article V, Paragraph 1, it shall serve as the Architectural Control Committee.

B. The Architectural Control Committee shall, after its formation and establishment, be the arm of the Association which is hereby charged with the responsibility of maintaining the integrity, character and aesthetic nature of the project, the homes on individual lots, and making any and all decisions as to variances or violations of these covenants.

C. Until such time as by operation of these covenants the Grantor hereunder extracts itself from the management and control of the Association, it shall serve as the Architectural Control Committee and have all the powers, duties and responsibilities granted

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to that Committee under these covenants. Notwithstanding the foregoing provisions relating to the appointment of the Architectural control Committee and the members constituting the same, the Grantor hereunder shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members for a period of three years from the date of the recordation of these covenants, or until the occurrence of the earlier of the events set out in Article V, Paragraph 1, above.

D. No building, fence or wall or other structure shall be commenced or erected upon an individual lot or lots, nor shall any exterior addition or change to any existing structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same on a site plan shall have been submitted to and approval granted in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

E. An area specified by lot, but approximately 30% of that lot area, must be designated as Open Space. The owner shall not build nor cause to be built any structure that will impede either water flow or water absorption in this designated "Open Space." Before a structure shall be commenced, the owners shall submit to the Architectural Control Committee the proposed site plan, a copy of which shall also be submitted to the City Building department and the Leon County Planning Department. Within or upon this site plan shall be located the lot corners and dimensions, home site and appurtenant structures and an area clearly indicated as "Open Space."

F. All structures built upon "Individual Lot or Lots" must be set back a minimum of 25' from the edge of the roadway pavement.

G. All single family detached residences proposed to be built on an "Individual lot or lots" must have a floor plan that contains at least 1400 square feet of conditioned space.

VI. COMMON LANDS

1. Description.

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Those lands shown on page 26 attached hereto (*original version*) and made a part hereof by reference as if fully set out herein, less the individual lots and other future developments areas shall be known as common lands.

2. Easements on Common Lands.

Those common lands described above are hereby subjected to certain specified easements, and other nonspecific easements as may arise from time to time for the complete, unfettered and full enjoyment of the individual lot owners in and to those common lands. Specific easements for use and enjoyment shall include but not be limited to the following:

A. Easements for utilities and access as well as for the construction of the vehicular traffic thoroughfares through the project. These thoroughfares shall be paved all-weather roads and shall be constructed in APPROXIMATELY the location shown on page 26 (*original version*) and Individual lot owners are hereby granted an easement to use said roadway for ingress, egress, pedestrian traffic and other such similar uses subject to the rules of the Association and specific provisions of these covenants as set out herein. Such easement recorded in O.R. Book 1108, page 406 et. seq. and dated March 28, 1984.

The use to which this easement may be put is solely to provide continuous legal access from each individual lot in Blairstone Forest to a public road, Blairstone Road. The width of the individual easements as set out above and their location on the ground shall in no way fix or determine the right of an individual lot owner to utilize pavement specified, designed or built for parking upon his/her easement in preference to or over any other individual lot owner.

B. (1) Easements for the location of certain specific utility services including, but not necessarily limited to the following:

- a. Water
- b. Sanitary sewer
- c. Electric service

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- d. Telephone service
- e. Natural gas
- f. Cable T.V.

(2) The maintenance of that part of the water, sewer and electrical lines lying between the main trunk line, and an individual lot shall be the responsibility of and paid for by the individual lot owner. However, any such maintenance done by or on behalf of the individual lot owner shall be done only after notice to the Association.

(3) The individual lot owner doing or having done such utility line maintenance shall completely restore the ground and/or pavement to its normal pre-maintenance condition so that it is safe and aesthetically pleasing. The cost of such restoration shall be paid by the individual lot owner served by the repaired utility line.

3. Development of Common Lands.

Development of the Common Lands is specifically limited to:

(a) Storm water detention facilities meeting requirements of local and state regulations for storm water runoff controls.

(b) Buffers separating portions of the developed area from adjacent development, including visual screens of shrubs and/or fences.

(c) Recreation areas designed for the benefit of homeowners within the project, including picnic shelters and recreational structures.

(d) Parks and natural preservation areas.

(e) Hiking and jogging trails.

(f) Streets necessary to reach housing clusters, and any parking areas servicing such clusters.

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4. Association to Manage Common Lands.

By reservation, the Grantor herein has reserved title in and to those common areas so defined and shall convey the same by deed to the Association for perpetual care, maintenance, operation and management subject to the provisions of these covenants and the charter and by-laws of the Association and reasonable rules and regulations enacted by the association.

A. Each property owner shall automatically upon becoming the owner of an individual lot, become a member of the Association and shall retain such membership until such time as his or her ownership of an individual lot within the project shall cease, at which time his or her membership in the Association shall automatically, by operation of these covenants, be transferred to his or her grantee, transferee, heir or assigns.

B. The Articles of Incorporation, the by-laws of the Association and duly enacted rules and regulations for the operation, management and maintenance of the common areas shall be kept in the custody of the Grantor herein until it, by the operation of these covenants relinquishes its control over the Association. Such articles, by-laws, rules and regulations shall be available for inspection to any prospective lot owner upon 24 hours notice during reasonable business hours at the office of the Grantor herein at 1713 Mahan Drive, Tallahassee, Florida 32308.

C. After the Grantor herein terminates by operation of these covenants or otherwise, its interest, ownership and control in the Association, the articles, by-laws, rules and regulations of the Association shall be kept in the custody of the secretary of the Association who shall be an individual lot owner.

D. The Association shall then make such articles, by-laws, rules and regulations available during normal business hours for the examination of individual lot owners or prospective purchasers of individual lots at some location on the project.

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E. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of the house on the individual lot to which it is appurtenant and then only to the transferee, grantee or purchaser or mortgagee of that individual lot. Any attempt to make a prohibited transfer as defined herein is void.

VII. ASSESSMENTS AND LIENS

1. Each Owner to Pay.

Each owner shall pay to the Association:

A. All annual assessments or charges as set forth herein and as subsequently set by the Association.

B. Any and all special assessments for capital improvements or otherwise as set out herein or as subsequently determined by the Association.

C. All assessments, whether annual or special or otherwise constitute a lien upon the property of the owner and such lien shall be subject to foreclosure as if the same were a mortgage; provided, however that any such lien shall be subordinate and inferior to any first mortgage on such property.

D. Assessments shall be made pursuant to the by-laws of the Association and these Covenants as they may be enacted or amended from time to time. No such assessments shall constitute a lien subject to foreclosure until the property owner has received notice in writing by registered mail, return receipt requested, notifying such owner of the amount due and that payment is due on or before January 1 of the next calendar year.

E. If after notice of the amounts due payment is not made on or before January 1 of the next year, and the services of an attorney are necessitated to collect those sums either through foreclosure or otherwise, such owner shall pay the costs reasonably incurred and a reasonable attorney's fee.

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F. No homeowner may exempt him or herself from liability for his or her contribution towards the common expenses by relinquishing or waiving the use or enjoyment of any of the common areas or facilities or by any other manner other than as provided for in these covenants.

2. Purpose.

There shall be levied by the Association or its heirs or successors annually and each individual low owner shall pay to the Association sums of money to be used exclusively to promote and maintain the health, safety, welfare, aesthetic nature, recreation and desirability of the neighborhood and specifically but not limited to the following:

A. Improvement and maintenance of the streets and thoroughfares of Blairstone Forest as approximately described on Page 26 (*original version*).

B. Maintenance and repair of other paved areas on common lands.

C. Maintenance of any and all commonly owned structures on common lands.

D. Maintenance of landscaping on common lands.

E. Maintenance of entranceway.

F. Payment of utilities used on common lands.

G. Payment of insurance premiums for structures or events occurring on common lands, as well as general liability insurance.

H. Maintenance of utility lines and street lights.

I. Other uses to which the Association may be proper vote determine.

4. Assessment Funds to be Held in Trust.

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Any and all sums collected as assessments, whether annual or special as set out herein, may be commingled with each other but shall be held in trust for the property owners and only utilized for the purposes set out herein or as otherwise determined by the Association.

However, no assessment shall be due on any lot for a period of 18 months from the date of conveyance to any original lot purchaser unless and until such lot shall have a home erected upon it. Assessments will commence from the date of issuance of a Certificate of Occupancy or upon resale of that lot.

5. Special Assessments.

In addition to the annual assessments authorized above, Class A members only may levy in any assessment year, which shall be the same as a calendar year, commencing on January 1, and running through December 31, a special assessment applicable for that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of structures, shrubbery, trees, etc. on common areas or in furtherance of the exercise of the purposes of the Association, provided, however that any such special assessments shall be made in accordance with the By-laws of the Association.

6. Levy of Assessments, Notice and Payment.

A. The Association shall meet and determine the amount of the assessments for the upcoming year no later than November 1 of the preceding year.

B. Notice of the amount of the assessment shall be mailed by the Association to each individual lot owner no later than December of that year and such notice shall state as follows:

1. The name of the individual lot owner.
2. The amount of the assessment.

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3. Whether or not the assessment has increased, decreased or remained the same from the previous year.

4. That the payment of the assessment is due on or before January 1 of the upcoming year.

C. All such assessments shall be mailed by the Association on or before December 1 of the year prior to the due date of payment. Failure of the association to mail the assessments on or before December 1 shall in no way affect the due date or January 1 of the payment of the assessment.

D. All sums levied as assessments not paid within ten (10) days of January 1 shall bear interest at the maximum legal rate. Such interest shall commence running on the tenth day after said sums are due and payable and shall continue to run until paid. Any partial payments shall be credited first to interest and then to the principal amount of the assessment.

7. Service Charges.

The Association may fix a service charge for delinquent payment of assessments.

8. Sale or Transfer of Interest.

The sale or transfer of any property shall not affect in any manner the lien of unpaid assessments; provided, however that the sale or transfer of property pursuant to mortgage foreclosure or sale or any proceedings in lieu thereof may, at the option of the transferee extinguish the lien of such assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such individual lot or lot owner from liability for any assessment thereafter becoming due to from the lien thereof. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the Grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the Grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth

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the amount of the unpaid assessment against the property, and such grantee shall not be liable for nor shall the property be conveyed subject to a lien for any unpaid assessments in excess of that amount. The grantee shall be liable for all assessments becoming due after the date of such transfer.

9. Association Bidding at Foreclosure Sale.

The Association shall have the right to bid in any property at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

VIII. INSURANCE

1. Liability Insurance.

A. The Association shall purchase a policy or policies of public liability insurance insuring the Association from liability to anyone for accidents or untoward events occurring upon common lands or improvements located upon common lands in an adequate amount.

B. Any and all policies purchased by the Association shall be for the use and benefit of the Association and the individual lot owner's interest in common lands and improvements on common lands. The Association shall not purchase or maintain any insurance for the specific and exclusive benefit of any individual lot owner other than as the interest of that lot owner may exist in common lands and improvements on common lands.

C. Any funds paid to the Association from insurance companies under policies purchased by the Association shall be held in trust for the Association on behalf of the individual lot owners and their interests in common lands and structures and improvements thereon, and mortgagees of the Association in and to the common lands. Such policy or policies shall provide that all proceeds covering property losses occurring on common land shall be paid to the Association as trustee for both the Association, the individual lot owners and the mortgagees.

2. Reconstruction or Repair After Casualty Loss.

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As to any damage to common lands or improvements or structures on common lands which result in the payment or insurance proceeds to the Association, then and in that event, the following shall apply:

A. Damaged or destroyed common elements shall be repaired or replaced unless the Association is dissolved or terminated according to law or the terms of these covenants.

B. Any repair, restoration, or reconstruction shall be substantially in accordance with the plans and specifications of the original construction, or as the building was last constructed, or according to plans and specifications approved by the Architectural Control Committee.

IX. CONSTRUCTION, ENFORCEMENT, AMENDMENT

1. Enforcement of Covenants.

Each individual lot owner shall be governed by and shall comply with the terms of these covenants, the articles and by-laws of the Association, and any rules and regulations duly adopted by the Association. Upon failure of a property owner to so comply, the Association or other property owners or other individual lot owners are hereby specifically given the right to enforce these covenants in any court of competent jurisdiction. In any such proceedings, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

The failure of the Association or any individual lot owner to enforce these covenants, rules and regulations, shall not be deemed a waiver of the Association or that individual lot owner of its right to do so.

2. Amendments to Covenants.

Except as otherwise specifically provided for herein, these covenants may be amended as follows:

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A. Notice of any proposed amendment shall be given in writing by registered mail, return receipt requested, to each individual lot owner no less than 30 days prior to the meeting at which such amendment will be considered. Notice as above shall also be sent to all Class C members when a material change or amendment is to be considered.

B. At any meeting at which an amendment to these covenants is to be considered, such amendment shall become effective only upon the occurrence of the following:

(a) Said amendment is approved by 75% of the Board of Directors of the Association and 75% of the first lien holders on the individual lots and common lands; or

(2) Said proposed amendment is approved by an affirmative vote of not less than 80% of the individual voting membership.

C. Any amendment approved in accordance with the above shall be recorded in the public records of Leon County and shall refer back to the official record book and page number at which these original covenants are recorded.

D. Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any property owner or group of property owners without their express consent. No amendment shall change or increase the percentage of any individual lot owner's contribution to assessments. All individual lot owners shall pay the same uniform assessment.

3. Termination of these Covenants.

These covenants may be terminated under the following terms, conditions and procedures.

A. In no event sooner than 50 years from the date of recordation of these covenants other than as set out herein below.

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B. These covenants may be terminated by the written consent of all individual lot owners and all equitable or legal lien holders, first mortgagees or “Contract for Deed” sellers so long as all such consents are procured within a period of four consecutive weeks. All such consents must be in writing, dated, signed, and procured after notice as provided in Paragraph IX. 2 A above.

C. The provisions of these covenants relating to termination shall be amended only with the consent of all individual lot owners procured with a four consecutive week period together with the consent of all lien holders of first liens on all individual lots and common lands. Any amendment relating to termination of these covenants adopted in any manner contrary to this section shall be of no force, effect or validity.

4. Development by Grantor.

A. No provisions contained herein shall prevent the Grantor, its employees, agents, contractors or subcontractors or any lot owner from performing such work and activities as are reasonably necessary or advisable in the construction of any of the homes on any individual lots. No provisions shall operate to prevent the Grantor or any lot owner from maintaining such sign or signs on either any individual lot or common lands as may be necessary for the Grantor to sell, lease or otherwise dispose of any individual lot except as prohibited herein.

B. No provision contained herein shall prevent the Grantor, its employees, agents, contractors or subcontractors from performing such work and activities as are reasonably necessary in the construction of any of the improvements on any of the common lands contained within the project.

C. No provision contained herein shall prevent the Grantor, its employees, agents, contractors or subcontractors from performing such work and activities as are reasonably necessary in the development or construction of those areas designated for future development as approximately indicated on the plat on page 26 of this document (*original version*).

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X. LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association as set out herein specifically including but not limited to its duty to maintain or repair portions of the project, the Association shall not be liable to individual lot owners for injury or damage occurring on common lands or on individual lots occasioned by natural events, acts of God or by third persons.

XI. TITLES

The titles of each of the paragraphs or subdivisions of these covenants are for convenience only and shall be deemed to have no legal force and effect.

XII. SEVERABILITY

The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence clause, phrase or word contained in these covenants shall not affect the validity of the remaining covenants or parts thereof.

XIII. MISCELLANEOUS

The term “Grantor” shall be deemed to include both the singular and plural where appropriate and where the masculine gender is used it shall include either masculine or feminine where appropriate.

Dated the 9th of August, 1984. Signed and attested to.

A map of the project is attached to the covenants as page 26 (*original version*).

Exhibit “A” is attached (*original version*) which contains the legal description of the project known as Blairstone Forest (Unit Three), together with the legal description of the road easement for the entrance portion of Brookside Boulevard into the forest.

First Amendment to Declaration of Restrictive Covenants of Blairstone Forest (Unit Three)
– Enacted July 16, 1985