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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

DEC 30 2 41 PM 1982

PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

SECOND DECLARATION  
OF RESTRICTIVE COVENANTS

OF

VILLAS, PHASE II

at Tallahassee, Leon County, Florida

THIS Second Declaration of Restrictive Covenants, made this 28th day of December, 1982, by EVERHART CONSTRUCTION COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant" for itself, its successors, grantees and assigns.

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded restrictive covenants on those certain lands known as The Villas, Unit No. 2, as recorded in Official Records Book 935 at Page 1773, in the Public Records of Leon County, Florida, the lands being covered by said Declaration being described therein by that Exhibit "A" attached thereto (said Declaration being sometime herein called the "First Declaration"); and

WHEREAS, pursuant to the provisions of paragraph 51 of the First Declaration, Declarant has the right and authority to cause the First Declaration to be applicable to additional lands, which lands are contiguous to the lands originally impressed with such restrictions by the First Declaration and may further modify the said First Declaration; provided, however, that no modification shall be applicable to the lands initially covered by the First Declaration but shall be applicable only to the additional lands so impressed with such restrictive covenants; and

WHEREAS, Declarant now desires to add an additional parcel of real property to be impressed with the First Declaration subject to the modifications hereinafter set forth.

NOW, THEREFORE, in consideration of the above set forth premises, Declarant does hereby adopt by reference that certain Declaration of Restrictive Covenants as recorded in Official Records Book 935 at Page 1773, which is hereby incorporated as if fully set forth herein (the First Declaration) and the property described in Exhibit "1" attached hereto shall be impressed and

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Declarant does hereby impose upon said property the restrictive covenants, obligations, covenants and conditions set forth and provided for herein. The First Declaration is adopted and shall be applied to the lands described in Exhibit "1" subject only to the modifications of the First Declaration as set forth herein and to the degree that any modification or other provision herein is inconsistent with the First Declaration, then this Second Declaration shall control as to any such inconsistency. This instrument shall be referred to as the Second Declaration.

1. The lands covered by this Second Declaration are described in Exhibit "1" attached hereto and by reference made a part hereof.

2. The said lands shall be from time to time referred to herein as the "Property". When the "property" is referred to in the First Declaration it shall also mean the "property" herein described.

3. Paragraphs 1, 4, 5, 7, 8, 10, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 50, 51, 52, 53, 54 and 55 of the First Declaration are hereby adopted without change or modification and by the provisions hereof made applicable to the additional lands described in Exhibit "1" of the Property.

4. Paragraph 2 is adopted and modified as follows:

"Declarant intends to improve the real property by constructing thereon certain buildings and other improvements. Declarant further intends to impose upon such property mutually beneficial restrictions under a general plan for the benefit of all parcels of real property and subsequent purchases thereof. There are no common areas as hereinafter defined within the Property being impressed by this Second Declaration. However, pursuant to the terms and provisions of the First Declaration and by the provisions hereof, Declarant does hereby grant and give unto the owners of the Property covered by this Second Declaration and subsequent purchases thereof, all rights relating to the use of the common property owned by the Homeowners Association referred to in the First Declaration and in the Second Declaration by reference, to be used in accordance with the rules and regulations of the Homeowners Association".

5. Paragraph 6 of the First Declaration is adopted in full except that the last sentence thereof is modified so that the Exhibit "C" attached to this Second Declaration shall be the Exhibit "C" therein referred to applicable to the Property covered

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by the Second Declaration.

6. Paragraph 9 is adopted in full except that Exhibit "C" referred to therein in the First Declaration shall be deleted and the Exhibit "E" attached to the Second Declaration shall be the Exhibit "C" applicable to the lands covered by this Second Declaration and the Exhibit "1" shall likewise shall be substituted so that the Exhibit "A" referred to in paragraph 9 in the First Declaration shall, for purposes of this property covered by the Second Declaration, be the Exhibit "A" attached hereto.

7. Paragraph 11 is adopted in full except it is modified hereby to recognize that Villas Homeowners Association, Inc., has been and is now an existing non-profit Florida corporation. Each homeowner as defined in the First Declaration shall upon purchase of property covered by the Second Declaration automatically become a member of the Association subject to all the terms, covenants, provisions and conditions of the First Declaration as adopted and incorporated by this Second Declaration.

8. Paragraph 15 is adopted in full without change except that the maximum annual assessment shall be \$80.00 per month per home and the following sentence shall be deemed added to the end of paragraph 15:

"Notwithstanding anything to the contrary herein provided, those houses covered by this Second Declaration shall always be not more than, nor less than, one hundred sixteen percent (116%) of the assessment made against those houses covered solely by the First Declaration".

9. Paragraph 46 is adopted as it exists except that the time limit provided for in the first sentence having expired, the first sentence is hereby deleted.

10. Paragraph 49 is hereby adopted except that it is acknowledged that the time limits provided for therein have expired and the Homeowners Association shall be turned over to the homeowners in full at the next annual meeting. Declarants shall have a vote for each house and lot on the Property described in Exhibit "1" attached to this Second Declaration as well as a vote for any house or lot that Declarant still owns in the lands covered solely by the First Declaration.

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IN WITNESS WHEREOF, the Declarant, EVERHART CONSTRUCTION COMPANY, INC., has caused this Second Declaration of Restrictive Covenants to be executed and its corporate seal to be affixed the day and year first above written.

WITNESSES:

Deanne K. Spooner  
Julian C. Mathis

EVERHART CONSTRUCTION COMPANY, INC.

By: Lee A. Everhart  
LEE A. EVERHART  
Its President



STATE OF FLORIDA,  
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEE A. EVERHART, to me known to be the person described as President of EVERHART CONSTRUCTION COMPANY, INC., in and who executed the foregoing SECOND DECLARATION OF RESTRICTIVE COVENANTS, and acknowledged before me that that person executed the foregoing SECOND DECLARATION OF RESTRICTIVE COVENANTS in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by that corporation to do so; and that the foregoing SECOND DECLARATION OF RESTRICTIVE COVENANTS is the act and SECOND DECLARATION OF RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official seal in the County and State named above this 28<sup>th</sup> day of December, A.D. 1982

Joan Knowlton  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 31, 1985  
Bonded by Safco Insurance of America

1/31/85

EXHIBIT "1"

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Tracts A, B, and C of Lot 14 of The Villas Unit 2, a subdivision as recorded in Plat Book 8, Page 34 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 14 of The Villas Unit 2, and run North 89 degrees 59 minutes 11 seconds East along the South boundary of said Lot 14 a distance of 138.56 feet, thence North 00 degrees 00 minutes 49 seconds West 130.73 feet to the Southerly right of way boundary of Villas Court N.E. (50 foot right of way), also being the Northerly boundary of said Lot 14, thence South 89 degrees 59 minutes 11 seconds West along said Southerly right of way boundary 109.00 feet to a point of curve to the left, thence along said right of way curve with a radius of 30.00 feet, through a central angle of 90 degrees 14 minutes 51 seconds, for an arc distance of 47.25 feet, thence South 00 degrees 15 minutes 40 seconds East along the Westerly boundary of said Lot 14, also the Easterly right of way boundary of Dellwood Drive (60 foot right of way) a distance of 100.60 feet to the POINT OF BEGINNING; containing 17,957 Sq.Ft. or 0.41 acre, more or less.

AND

Tracts A, B, and C of Lot 16 of The Villas Unit 2, a subdivision as recorded in Plat Book 8, Page 34 of the Public Records of Leon County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Lot 16 of The Villas Unit 2 and run North 89 degrees 33 minutes 34 seconds East along the North boundary of said Lot 16 a distance of 139.11 feet, thence South 00 degrees 00 minutes 49 seconds East 131.51 feet to the Northerly right of way boundary of Villas Court N.E. (50 foot right of way), also being the South boundary of said Lot 16, thence South 89 degrees 59 minutes 11 seconds West along said Northerly right of way boundary 108.67 feet to a point of curve to the right, thence along said right of way curve with a radius of 30.00 feet, through a central angle of 89 degrees 45 minutes 09 seconds, for an arc distance of 46.99 feet, thence North 00 degrees 15 minutes 40 seconds West along the West boundary of said Lot 16, also the Easterly right of way boundary of Dellwood Drive (60 foot right of way) a distance of 100.61 feet to the POINT OF BEGINNING; containing 17,994 Sq.Ft. or 0.41 acre, more or less.

EXHIBIT "1"

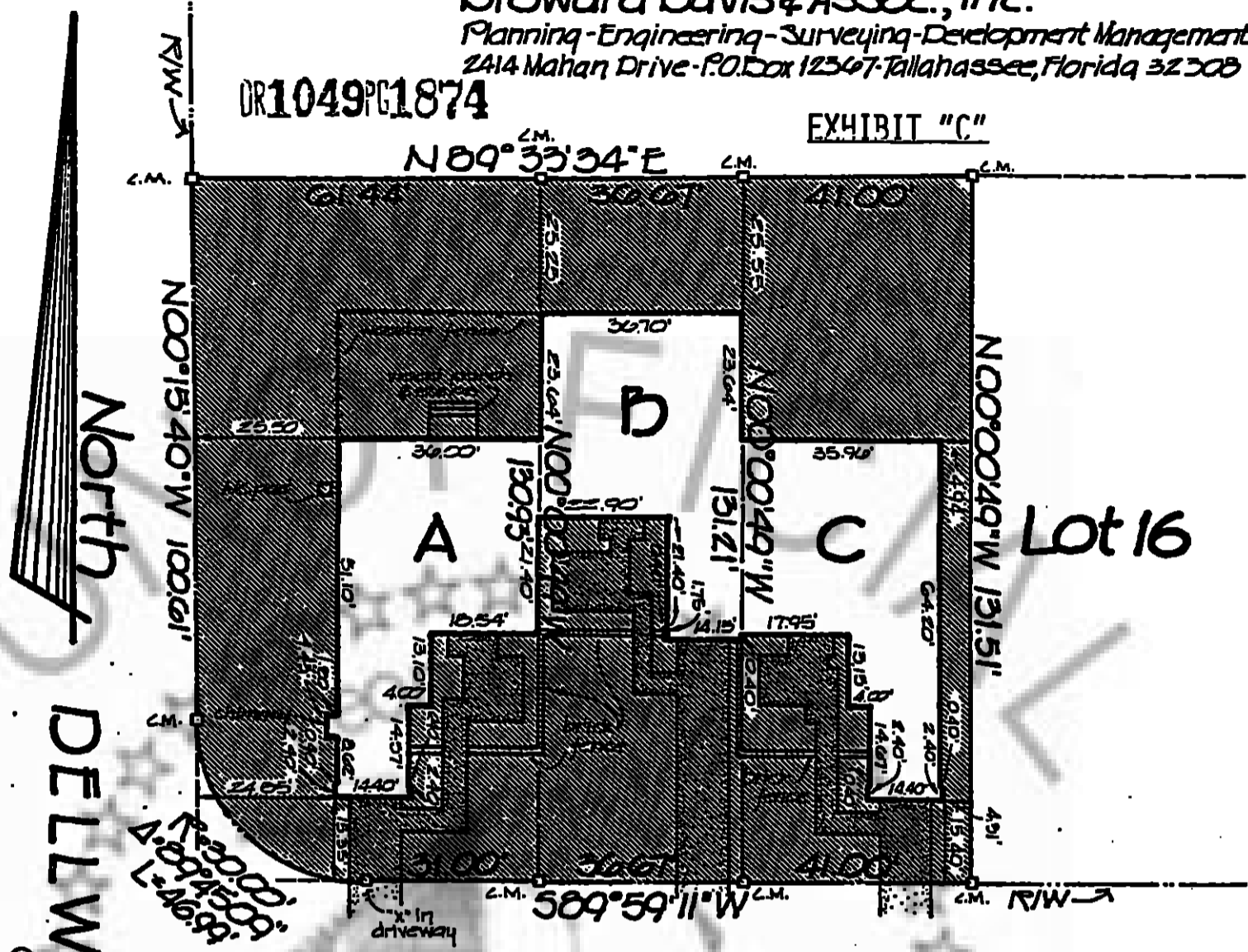
prepared by

**Droward Davis & Assoc., Inc.**

Planning-Engineering-Surveying-Development Management  
2414 Mahan Drive - P.O. Box 12347 - Tallahassee, Florida 32308

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EXHIBIT "C"

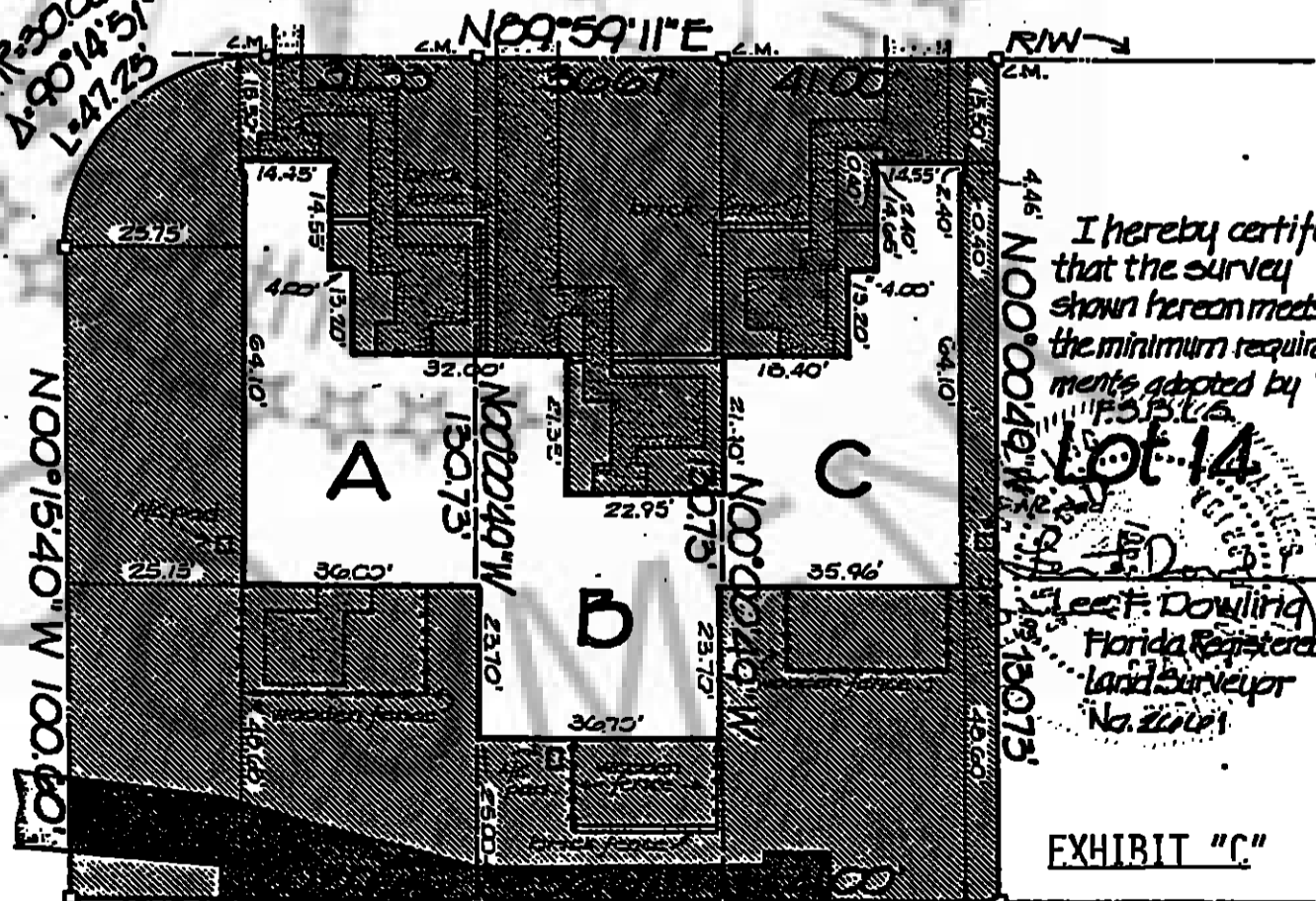


Lot 16

### VILLAS COURT NORTHEAST (60' R/W)

North  
DELLWOOD DRIVE  
(60' R/W)

*R=3000'  
L=90°14'51"  
L=47.25'*



I hereby certify that the survey shown hereon meets the minimum requirements adopted by F.S.B.L.S.

Lot 14

Lee F. Dowling  
Florida Registered Land Surveyor  
No. 226191

EXHIBIT "C"

Source of information and bearings based on record plat of Villas Unit 2.

Note: shaded areas are commons areas.  
Legal Descriptions on letterhead.

Boundary & As-Built Survey  
**Lot 14 "A", "B," & "C" and Lot 16 "A," "D," & "C"**  
**Villas Unit 2 (plat book 8, page 34)**  
scale: 1"=30'