

DR1283PG1416

SIXTH DECLARATION
OF RESTRICTIVE COVENANTS

OF

VILLAS, PHASE II

at Tallahassee, Leon County, Florida

THIS SIXTH Declaration of Restrictive Covenants, made this 25th day of September, 1987, 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

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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 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 modifications or other provisions herein is inconsistent with the First Declaration, then this SIXTH Declaration shall control as to any such inconsistency. This instrument shall be referred to as the SIXTH Declaration.

1. The lands covered by this SIXTH 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 Sixth 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 Sixth 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 Sixth 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 Sixth Declaration shall be the Exhibit "C" herein referred to applicable to the Property covered by the Sixth 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 "C" attached to the Sixth Declaration shall be the Exhibit "C" applicable to the lands covered by this Sixth Declaration and the Exhibit "1" shall likewise 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 Sixth 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 Sixth 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 Sixth Declaration.

8. Paragraph 15 is adopted in full without change except that the maximum annual assessment shall be \$90.00 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 Sixth 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 hereby deleted.

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

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

WITNESS:

EVERHART CONSTRUCTION COMPANY, INC.

[Signature]
Claudia Plouffe

By: *[Signature]*
LEE A. EVERHART
Its President



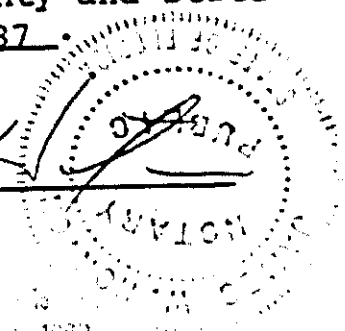
STATE OF FLORIDA,
COUNTY OF LEON.

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 SIXTH DECLARATION OF RESTRICTIVE COVENANTS, and acknowledged before me that that person executed the foregoing SIXTH 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 SIXTH DECLARATION OF RESTRICTIVE COVENANTS is the act and SIXTH DECLARATION OF RESTRICTIVE COVENANTS of that corporation.

WITNESS my hand and official seal in the County and State named above this 25th day of September, A.D. 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires:



NOTARY PUBLIC
COMMISSION EXPIRES 09/30/87

I hereby certify that the following legal description meets the minimum requirements as established by Chapter 21 HH -6- of the Florida Administration Code.

Lot 16 Unit "D"

A part of Lot 16 of the Villas Unit 2 a subdivision as per map or plat thereof recorded in Plat Book 8 Page 34 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 16 and run thence North 89 degrees 26 minutes 16 seconds East along the Northerly boundary of said Lot 16 (also the Southerly right of way of Pinewood Road) a distance of 139.49 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING leaving said North boundary line (also the Southerly right of way) run South 00 degrees 00 minutes 49 seconds East (Bearing Base) 131.56 feet to the Northerly boundary of Villas Court Northeast (50 foot right of way), thence run North 89 degrees 50 minutes 41 seconds East along said Northerly right of way 56.48 feet, thence run North 00 degrees 26 minutes 52 seconds West 132.04 feet to the Northerly boundary of said Lot 16 (also the Southerly right of way of Pinewood Road), thence run South 89 degrees 20 minutes 55 seconds West along said Northerly boundary and Southerly right of way 55.48 feet to the POINT OF BEGINNING containing 0.17 of an acre more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records unrecorded deeds, easements or other instruments which could affect the boundaries.


PAUL N. WILLIAMSON, PLS
Florida Registered No. 3208

JOB NO. 79-034
PSR NO. 6494
September 25, 1987

Exh. B, 1

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I hereby certify that the following legal description meets the minimum requirements as established by Chapter 21 HH -6- of the Florida Administrative Code.

Lot 16 Unit "E"

A part of Lot 16 of the Villas Unit 2 a subdivision as per map or plat thereof recorded in Plat Book 8 Page 34 of the Public Records of Leon County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 16 and run thence North 89 degrees 26 minutes 16 seconds East along the Northerly boundary of said Lot 16 (also the Southerly right of way of Pinewood Road) a distance of 139.49 feet, thence run North 89 degrees 20 minutes 55 seconds East along said Northerly boundary of Lot 16 and the Southerly right of way of Pinewood Road a distance of 55.48 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING leaving said Northerly boundary of Lot 16 run South 00 degrees 26 minutes 52 seconds East 132.04 feet to the Northerly right of way of Villas Court Northeast, thence run North 89 degrees 50 minutes 41 seconds East along said Northerly right of way 52.37 feet, thence leaving said Northerly right of way run North 00 degrees 00 minutes 49 seconds West 132.50 feet to the Northerly boundary of said Lot 16 (also the Southerly right of way of Pinewood Road), thence run South 89 degrees 20 minutes 55 seconds East along said Northerly boundary and said Southerly right of way 53.58 feet to the POINT OF BEGINNING containing 0.16 of an acre more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

JOB NO. 79-034
PSR NO. 6494
September 25, 1987


PAUL N. WILLIAMSON, PLS
Florida Registered No. 3208