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RECORDS OF LEON CO. FLA.  
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This instrument prepared by: Susan S. Thompson  
Smith, Thompson & Shaw  
3520 Thomasville Road - 4th Floor  
Tallahassee, Florida 32309-1469

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CHESAPEAKE PLACE HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION, made on the date hereinafter set forth by CHESAPEAKE**

**PLACE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Declarant",**

**WITNESSETH:**

**WHEREAS, Declarant is the owner of certain property in Leon 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 CHESAPEAKE PLACE  
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, including contract sellers, but excluding those having such interest  
merely as security for the performance of an obligation.**

THIS INSTRUMENT IS BEING RE-RECORDED TO INCLUDE THE SQUARE FOOTAGE IN ARTICLE VI OF THIS INSTRUMENT.

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA  
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**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 T. S. BUILDERS, INC., 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 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.

**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, 1999.

**ARTICLE IV**  
**Covenant for Maintenance Assessments**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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 expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively 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 \$ 100.00 per 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 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 the first day

of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**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.

**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 on any lot unless it 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 Leon County Building 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.

**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.

**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 ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds 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.

Section 5. FHA/VA 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 4th day of December, 1996.

Signed, sealed and delivered in the presence of:

Layna M. Kirkham  
Signature

LAYNA M. KIRKHAM

Printed Name

Allen Hill  
Signature

ALLEN HILL

Printed Name

T. S. BUILDERS, INC.

BY: Stephen B. Skipper  
STEPHEN B. SKIPPER, President

STATE OF FLORIDA  
COUNTY OF LEON

STEPHEN B. SKIPPER, president of T. S. BUILDERS, INC., known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally know and that an oath was/ was not taken.



Layna M. Kirkham  
MY COMMISSION # 0038220 EXPIRES  
January 17, 1998  
BONDED THROUGH TRISTAR INSURANCE, INC.

OR 1974 PG 0025

OR 1965 PG 1219

WITNESS my hand and official seal in the County and State last aforesaid this  
4th day of <sup>December</sup> ~~November~~, 1996.

Lana M. Kal  
NOTARY PUBLIC

LEGAL DESCRIPTION

BEGIN at the Southwest corner of that tract of land belonging to Charles R. Durbin as recorded in Official Records Book 329, Page 258 of the Public Records of Leon County, Florida, said point being 60 feet North and 210 feet East of the Southwest corner of said Lot 952, and run thence South 89 degrees 47 minutes 42 seconds East along an old fence line 497.89 feet to a point on the Westerly right of way of a county road, thence North 10 degrees 15 minutes 17 seconds West 414.38 feet to an iron pipe on the Westerly right of way of a county road, thence run North 10 degrees 25 minutes West 185.78 feet to a point on the Southerly right of way of Tharpe Street, thence run North 88 degrees 26 minutes 46 seconds West along said Southerly right of way 28.18 feet to the intersection of the Easterly right of way of Blountstown Street, said point being on a curve concave Southeasterly, thence run Southwesterly along said curve with a radius of 527.69 feet through a central angle of 78 degrees 07 minutes 04 seconds for an arc length of 719.46 feet, the chord of said arc being South 52 degrees 29 minutes 42 seconds West 665.01 feet, thence leaving said right of way run South 89 degrees 53 minutes 09 seconds East 25.00 feet, thence South 12 degrees 04 minutes 44 seconds West 25.00 feet, thence South 89 degrees 53 minutes 09 seconds East 158.24 feet, thence South 04 degrees 34 minutes 58 seconds West 160.28 feet to the POINT OF BEGINNING containing 6.39 acres, more or less and lying in Section 20, Township 1 North, Range 1 West, Leon County, Florida.

OR-1974P60026

STATE OF FLORIDA, COUNTY OF LEON

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of an instrument recorded in the official records of Leon County, Florida.

WITNESS my hand and seal of office this 11<sup>th</sup> day

of January 2002

BOB INZER  
Clerk of Circuit Court

by Kathleen R. D.C.

