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AMENDMENT TO AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS OF NORTSHIRE

STATE OF FLORIDA,
COUNTY OF LEON.

THIS AMENDMENT to Amended Declaration of Covenants and Restrictions of NORTSHIRE, an unrecorded subdivision in Leon County, Florida, is dated this 26th day of July, 1984, by NORTSHIRE DEVELOPMENT CORPORATION, hereinafter referred to as "Developer".

W I T N E S S E T H :

The Developer is the owner of the real property described in Exhibit "A" of this declaration. This Amendment is made pursuant to the rights of the Developer under Article XX of the original Declaration of Covenants and Restrictions to cure ambiguities and inconsistencies and to establish additional covenants and restrictions which do not lower standards applicable to the real property subject to the previously recorded Declaration of Covenants and Restrictions of NORTSHIRE.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS

Section 1. "Declarant" shall mean and refer to NORTSHIRE DEVELOPMENT CORPORATION, the owner of the property described in Exhibit "A".

Section 2. "Association" shall mean and refer to NORTSHIRE DEVELOPMENT PROPERTY OWNERS ASSOCIATION, INC.

Section 3. "Easement" shall mean the roadway as described in that document recorded in Official Records Book 1029 Page 222 of the Public Records of Leon County, Florida.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any one individual or group of individuals. The

property is divided into "lots" as shown on an unrecorded plat of NORTSHIRE dated November 16, 1983 , and prepared by Broward Davis & Associates, Inc., which plat is attached to this Declaration of Covenants and Restrictions as Exhibit "B".

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads, landscaping, drainage, lighting and other related improvements in their original condition. Normal wear and tear is excepted.

Section 6. "Member" shall mean every person or entity that holds membership in the association.

Section 7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on Exhibit "B"

Section 8. "Owner" shall mean the record owner, whether one (1) or more persons or entities of a legal or beneficial interest in a lot and shall include purchasers under Contracts for Deed but shall not include those holding title as security for the performance of an obligation.

Section 9. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as shown on Exhibit "A" attached hereto.

Section 10. "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the association provided, however, that where any lot, as shown in Exhibit "B", is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the association on behalf of all of the owners of the lot.

In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 2. Voting Rights: The association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners with the exception of Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - The Class B member shall be Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the association. The assessment for the years 1983 and 1984 shall be One Hundred Dollars and No Cents (\$100.00) for each lot in the subdivision as shown on the unrecorded plat attached as Exhibit "B". For the year 1985 and each subsequent year, the annual assessment may be increased by vote of the association, not to exceed ten percent (10 %) over the assessment of the previous year. The Declarant shall not be assessed on the lots owned by it.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the subdivision. Any such assessment must be approved by the majority vote of the membership of the association. Each owner,

with the exception of the Declarant, shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

Section 5. Subordination of Assessment Lien Mortgagors: The assessment lien provided for herein shall be subordinate to the lien of any first mortgagor. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer.

ARTICLE IV. 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 an Architectural Control Committee composed of GRAY CARTEE and ROBERT R. FEAGIN, III, or their assignees and one (1) property owner designated by the homeowners association. At such time as seventy-five percent (75%) of the lots as shown on the unrecorded plat of NORTHSHIRE are sold, then the Architectural

Control Committee shall consist of three (3) property owners appointed by the homeowners association. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the Developer of said land or contiguous lands. Such building plans and specifications shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plans and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Architectural Control Committee for approval, such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require. No large trees of any kind measuring eight (8) inches or more in diameter at a height measured four (4) feet above the natural ground elevation shall be cut or removed from any lot without the written approval of the Architectural Control Committee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building. The committee's approval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V: LAND USE AND BUILDING TYPE

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or

permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height and out buildings commonly associated with single family residences. If horses are to be kept, a stable and proper fencing must be provided to properly retain the horses. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Control Committee must be complete in accordance with said plans and specifications within eight (8) months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

ARTICLE VI: DWELLING QUANTITY AND SIZE

The heated and cooled area of the main structure, exclusive of one (1) story porches, garages, carports and patios, shall be not less than one thousand eight hundred (1,800) square feet.

In the event a structure contains more than one (1) story, the ground floor must contain not less than one thousand four hundred (1,400) square feet and must be completely finished as living area, and at least four hundred (400) square feet on the second floor area must be completely finished as living area.

The Architectural Control Committee reserves the right to allow variations of square footage per floor if the committee determines that the style of the structure is acceptable and in the best interest of NORTSHIRE.

ARTICLE VII: BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the unrecorded subdivision plan of the properties. In any event, no building shall be

located on any lot nearer than seventy (70) feet to the front line, or nearer than twenty-five (25) feet to any side street line.

(b) No building shall be located nearer than fifteen (15) feet to an interior lot line and no driveway shall be located nearer than five (5) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than fifty (50) feet of the rear lot line.

(c) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

ARTICLE VIII: LOT AREA AND WIDTH

No lot, or group of lots, shall be subdivided into any lot containing less than two (2) acres. No building shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than eighty thousand (80,000) square feet.

ARTICLE IX: EASEMENTS

Easements for installation and maintenance of roads, road rights of way, utilities and drainage facilities are reserved as shown on the unrecorded subdivision plan of the properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE X: NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XI: TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

ARTICLE XII: SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising a lot for sale or rent, or signs used by a builder to advertise during the construction and sales period.

ARTICLE XIII: OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

ARTICLE XIV: LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, horses and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that there shall be a limit of not more than one (1) horse per acre.

ARTICLE XV: GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept

except in sanitary containers in such a manner to be acceptable by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XVI: LAND NEAR WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within fifty (50) feet of any park or edge of an open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill, and that such fill does not cause pollution of or sedimentation in such water.

ARTICLE XVII: GARAGE AND CARPORT ENTRANCES

All garage and carport entrances shall face either a side lot line or the rear lot line. In no instance shall the entrance be permitted to face the front lot line of the lot. Carports shall be screened on sides which are visible from the street, which runs in front of the lot, in such a manner that objects located within the carport shall be obscured from view from the outside thereof.

ARTICLE XVIII: EXTERIOR STRUCTURE MATERIALS

The exterior structure material of exterior walls of dwellings must be at least two-thirds (2/3) brick or stone masonry, unless officially waived in writing by the Architectural Control Committee. Concrete blocks are not to be considered brick or stone masonry, unless specifically waived by the Architectural Control Committee.

ARTICLE XIX: WINDOW AIR CONDITIONING UNITS

Unless the prior approval of the Architectural Control Committee has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

ARTICLE XX: MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the architectural Control Committee. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Architectural Control Committee, shall replace the boxes or receptacle previously employed for such purpose or purposes with wall receptacles attached to the residence.

ARTICLE XXI: AMENDMENT OF DECLARATION OF COVENANTS AND
RESTRICTIONS

The Developer reserves and shall have the sole right to (a) amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) include in any contract for deed or other instrument hereafter made, any additional covenants and restrictions applicable to the properties which do not lower standards of the covenants and restrictions herein contained, and (c) release any lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or unsubstantial violation.

Notwithstanding any other contrary provision of this Declaration of Covenants and Restrictions, the owners of two thirds (2/3) of the land area described in Exhibit "A" may amend, alter, modify or delete any portion of these covenants and restrictions, with the written concurrence of the Developer, pursuant to an appropriate instrument duly executed and recorded

in the public records of Leon County, Florida. Any such amendment shall be limited to future conduct and activities on, or future use of, the property described in Exhibit "A".

ARTICLE XXII: ADDITIONAL COVENANTS AND RESTRICTIONS

Until seventy-five percent (75%) of the lots have been sold by the Developer, no property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the properties.

ARTICLE XXII: LAKE USES

Certain lots extend into lakes. The lot owner of the portion or portions of lakes may not fence such area, build structures, or docks or cause such lake area to be unusable by other parties who have access to the lake, or interfere with the use of the lake area by other parties who have access to the lake. No fences may be erected within twenty (20) feet of the edge of a lake or pond area. Parties having access to the lake shall not operate any motors on the lake except electric motors.

ARTICLE XXIV: GENERAL PROVISIONS

Section 1. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, present and future owners of lots in the subdivision and the association, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change the duration of said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded the three (3) years in advance of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices: Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner of the public records of Leon County, Florida, at the time of such mailing.

Section 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and any failure by any owner or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability: Invalidation of any 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 5. Roadway Repairs and Maintenance: By acceptance of his deed, the owner (and any subsequent owner of record) agrees to be responsible for the payment of his prorata share of the cost of repairs and maintenance on the roadway. The prorata share shall be determined by dividing the total acres in each owner's lot by the total acres in the entire area of NORTHSHIRE that is connected by the roadway system installed by the Developer, including previously sold lots that are excluded from the property subject to this Amended Declaration of Covenants and Restrictions. Repairs and maintenance will be determined by the Architectural Control Committee, provided that the obligation established hereby shall be specifically subordinate and inferior in terms of priority of the lien of any first priority mortgage encumbering the lot. In the event any owner

does not fully pay his prorata share after a thirty (30) day notice, the Declarant or the association may bring suit in a court of law to enforce payment.

Section 6. Maintenance of Property: Owner agrees to maintain his property by periodic mowing of underbrush and to keep his property free of trash and other debris. If the property becomes unsightly because of the failure of the owner to periodically mow his property, or if the owner allows trash to accumulate on his property, Declarant or the association may demand that the property be mowed or that the owner dispose of the accumulated trash. If, after seven (7) days, the owner fails to voluntarily remedy the unsightly appearance of his property, Declarant or the association may come upon the property of the owner and remedy the unsightly appearance by either removing the trash and debris, or by mowing.

In the event Declarant or the association elects to remedy the unsightly appearance of the property, owner shall pay the actual cost incurred by the Declarant or the association in clearing up the lot.

IN WITNESS WHEREOF, NORTHSHIRE DEVELOPMENT CORPORATION
has caused this instrument to be signed in its behalf on this 26th day of July, 1984.

WITNESSES

Genal(?) F. Strickland

James O. Shelfer

NORTHSHIRE DEVELOPMENT CORPORATION

Gray I. Cartee, President

Attest: Sherrie Rose Cartee, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON.

BEFORE ME, personally appeared GRAY I. CARTEE and SHERRIE R. CARTEE, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of NORTHSHIRE DEVELOPMENT CORPORATION, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal on this 26th day of July, 1984.

Genal(?) F. Strickland

NOTARY PUBLIC

State of Florida

My commission expires Jan 20, 1985

(Seal)

REAES/gfs
12/13/83
R7/12/84