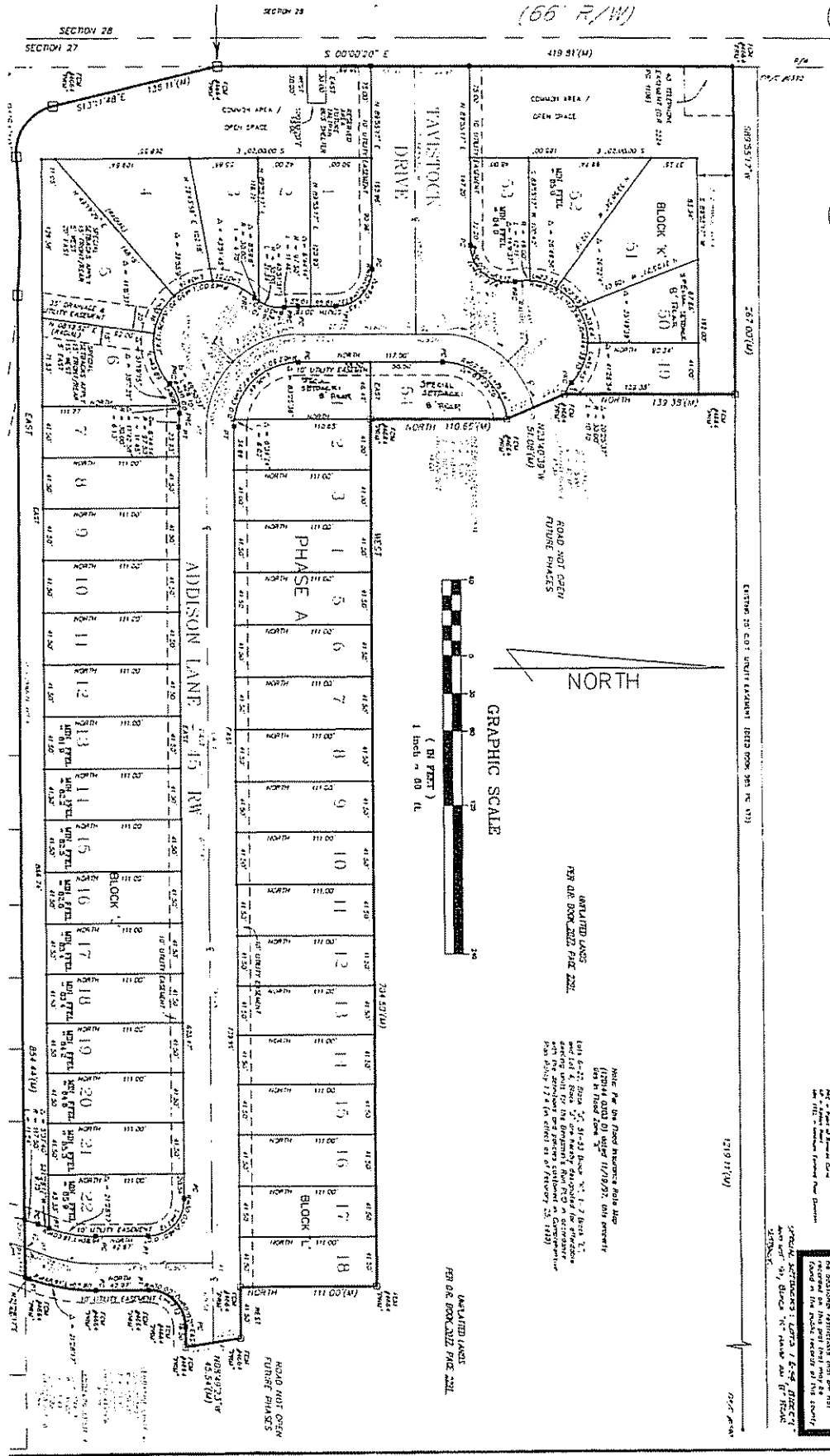


WEEMS PLANTATION

UNIT No. 2, PHASE "A"

SUBDIVISION LYING IN SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA

PLAT BOOK 12, PAGE 904



LEGEND

1. EASEMENT FOR THE STATE OF FLORIDA
2. EASEMENT FOR THE CITY OF TALLAHASSEE
3. EASEMENT FOR THE LEON COUNTY BOARD OF ALDERMEN
4. EASEMENT FOR THE LEON COUNTY BOARD OF COMMISSIONERS
5. EASEMENT FOR THE LEON COUNTY BOARD OF SUPERVISORS
6. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
7. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
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19. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
20. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
21. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS
22. EASEMENT FOR THE LEON COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE:

Any person claiming an interest in the land shown on this plat who is not a party to this plat is hereby notified that the land shown on this plat is the property of the Leon County Board of County Commissioners and is subject to the jurisdiction of the Leon County Board of County Commissioners.

RECORDING:

This plat was recorded in the public records of Leon County, Florida, on the 12th day of March, 1994, at Tallahassee, Florida.

WITNESSES:

Attest my hand and the seal of the Leon County Board of County Commissioners this 12th day of March, 1994.

CLERK:

Clerk of the Leon County Board of County Commissioners

This document was prepared by:
Charles R. Gardner
Gardner, Shelfer, Duggan, Dist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32312

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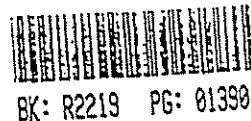
**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

for
WEEMS PLANTATION

This DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this "Declaration") is made this 10th day of February, 1999, by T & T OF TALLAHASSEE, INC., a Florida corporation, having as an address in Leon County, Florida, 4727 North Monroe Street, Tallahassee, Florida 32303 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant is the owner of a parcel of real property situated, lying and being in Leon County, Florida, and being described on Exhibit "A" attached hereto, also to be known as Phase I (referred to as Unit No. 1 and Unit No. 3 on the recorded plat) of *WEEMS PLANTATION*, a subdivision as per map or plat thereof to be recorded in the Plat Book records of the Public Records of Leon County, Florida.
- B. The Declarant is also the owner of certain real property lying in Leon County, Florida, more particularly described on the attached Exhibit "B" (hereinafter referred to as the "Additional Property"). Portions of the Additional Property are intended, but not required, to be used for future phases of *WEEMS PLANTATION* and if made a part of *WEEMS PLANTATION*, the Additional Property may be encumbered by the provisions of this Declaration. A portion of the Additional Property may be encumbered by one or more restricted and conservation easements.
- C. The Declarant has caused to be created WEEMS PLANTATION OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").
- D. In order to develop and maintain *WEEMS PLANTATION* as a residential community and to preserve, protect, and enhance the values and amenities of



WEEMS PLANTATION, it is necessary to declare, commit, and subject each of the Lots and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations, and easements and to delegate and assign to the Association certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, for and in consideration of the above premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in *WEEMS PLANTATION*, the Declarant does hereby set up, establish, promulgate, declare, and impose the hereinafter provided covenants, restrictions, obligations, conditions, and easements to all of the Lots in Phase I (referred to as Unit No. 1 and Unit No. 3 on the recorded plat) of *WEEMS PLANTATION* and to all persons owning said Lots, or any of them hereafter. These covenants, restrictions, obligations, conditions, and easements shall become effective immediately, and shall run with the land described on the attached Exhibit "A" and shall be binding upon the Declarant, the Declarant's successors, personal representatives, heirs, assigns, grantees and transferees deraining title from and through Declarant.

ARTICLE ONE

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Leon County, Florida, and is particularly described on the attached Exhibit "A". However, the Declarant reserves the right to add all or part of the Additional Property as property subjected to this Declaration.

ARTICLE TWO

DEFINITIONS

The following words, when used in this Declaration, or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

Section 2.1 - Assessment shall mean that sum of money initially set forth herein or hereinafter determined by the Board of Directors of the Association which shall be levied against each individual lot owner on a regular or special basis as set forth in these covenants, the Bylaws, and the Rules and Regulations of the Association for the upkeep, maintenance and other duties and responsibilities of the Association.

Section 2.2 - Association shall mean and refer to *WEEMS PLANTATION OWNERS ASSOCIATION, INC.*, a nonprofit corporation (hereinafter referred to as the "Association")

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and its successors and assigns, which Association shall be formed for the maintenance and management of property owned by the Association, and which shall have such other rights, duties and obligations as may be set forth in this Declaration or in such Association's Articles of Incorporation and Bylaws.

Section 2.3 - Association lands shall mean the lands remaining as a part of the Subdivision after deleting therefrom the legal description for each and every individual lot, road or street right-of-ways, utility easements and sidewalks dedicated to the City of Tallahassee, and which are hereinafter conveyed to the Association by the Declarant or others.

Section 2.4 - Common Area shall mean that area of the recorded plat designated as "Common Area", together with the Association lands as defined above.

Section 2.5 - Common Expense shall mean the expenses incurred by the Association in the furtherance of its duties and obligations under these covenants, the Association's Articles of Incorporation, its Bylaws and its Rules and Regulations.

Section 2.6 - 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.

Section 2.7 - Declarant shall mean and refer to T & T OF TALLAHASSEE, INC., a Florida corporation, the owner of the property known as WEEMS PLANTATION, trading and doing business as WEEMS PLANTATION and including its designated agents and/or attorneys-in-fact.

Section 2.8 - Dwelling or Unit shall mean and refer to any portion of a building situated within the Subdivision designed and intended for use and occupancy as a residence by a single family.

Section 2.9 - Living Area shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, attics or storage areas.

Section 2.10 - Lot or lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any Lot conveyed prior to the recording of the plat shall be subordinate to the plat when it is recorded and the grantee of such Lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

Section 2.11 - Owner shall mean and refer to the record owner, according to the Public Records of Leon County, Florida, whether one or more persons or entities, of full fee simple title



to any Lot situated within the Subdivision. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.12 - Subdivision shall mean and refer to Phase I (referred to as Unit No. 1 and Unit No. 3 on the recorded plat) of *WEEMS PLANTATION* as described on the attached Exhibit "A", and all additional Phases which may hereafter become a part of *WEEMS PLANTATION*, and which are made subject to this Declaration or any Supplemental Declaration of Covenants, Conditions, Restrictions and Easements.

ARTICLE THREE

SUBDIVISION OF LOTS PROHIBITED

Section 3.1 - Subdivision of Lots. No individual Lot as hereinabove defined may be divided or subdivided into a smaller lot than that shown on the recorded plat for *WEEMS PLANTATION*. No action or suit at law or in equity may be brought to partition any individual Lot or Lots.

Section 3.2 - Partition of Association Lands. No action or suit at law or in equity may be brought to partition any common lands or land owned or to be owned by the Association.

ARTICLE FOUR

MAINTENANCE OF LOTS EXTERIORS OF HOMES AND ASSOCIATION PROPERTY

Section 4.1 - Structure Maintenance. Each Owner shall maintain any dwelling and accessory structures and all improvements thereon constructed upon an individual Lot in a good state of repair and in an aesthetically pleasing manner consistent with the character and setting of the Subdivision as developed. Without limitation, each Owner shall specifically maintain in safe condition and a proper state of repair and maintenance the roof, windows, painting and staining of exterior walls and trim, steps, porches and any permitted out buildings, yards and driveways. The Association may, by rules duly adopted, reasonably regulate the use of all Association lands and property; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. If an Owner shall fail to maintain or make repairs or replacement which are the responsibility of such Owner, then, upon a vote of a majority or the Board of Directors of the Association, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such Owner and shall be payable to The Association by such Owner under such terms as the Board of Directors of the Association determines. For the purpose solely of performing the maintenance authorized by

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this paragraph, the Association's agents or employees shall have the right after reasonable notice to enter upon any such lot during reasonable hours.

Section 4.2 - Exterior Maintenance. Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his/her/their Lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lots between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE FIVE

USE AS PRIVATE SINGLE-FAMILY RESIDENCES: LEASING

No dwelling, home or living unit constructed on any individual Lot shall be occupied and used except for single-family residential purposes by the individual Lot Owner. This provision is specifically intended and designed to prevent or prohibit the use of homes or dwelling units 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 therein. Nothing contained in this provision shall be deemed to prohibit; however, the lease of any dwelling provided for herein, provided any such lease shall be in writing and shall be for a term not less than six (6) months; and provided, further, however, that any such tenant shall comply with all of the terms of this Declaration, the Association Bylaws, and the Rules and Regulations promulgated by the Association. Nothing herein contained shall be deemed to prohibit a person having a contractual obligation to purchase a dwelling unit from taking occupancy of such dwelling unit under a lease arrangement prior to the closing thereof even though the lease arrangement may be for a period of less than six (6) months.

ARTICLE SIX

NUISANCES: LAWFUL USE

Section 6.1 - Nuisances. No noxious or offensive activity shall be carried on, in, upon, or



around any home or on any Association lands, nor shall anything be done on individual lots or Association lands which may become an annoyance or a nuisance to the remaining homeowners, or any of them, or which shall in any way interfere with the quiet and peaceful enjoyment of each individual lot owner, or which shall in any way increase the rate of insurance for the property.

Section 6.2 - Lawful Use Only. All lots shall be used in a manner consistent with all city and county ordinances and state and federal laws. No unlawful use shall be made of any lot or of the Associations' lands and property.

ARTICLE SEVEN

TEMPORARY STRUCTURES: ACCESSORY STRUCTURES

Section 7.1 - Temporary Structures. No structure of a temporary character, including, but not limited to the following: construction or storage trailer, mobile home, tent or shack shall be used, placed or erected upon any individual lot, either temporarily or permanently, nor upon any lands owned by the Association; provided, however, that the Declarant or Owners may maintain temporary offices or storage facilities for construction or remodeling of a dwelling or improvements upon a lot or for construction or maintenance of subdivision improvements upon a lot or for construction or maintenance of subdivision improvements subject to Rules and Regulations promulgated by the Association or the Declarant.

Section 7.2 - Accessory Structures. Accessory structures of a permanent nature such as storage buildings, tool room, work shop, swimming pools, pool house, cabanas and the like shall be permitted only if harmonious with the dwelling on the lot, and provided that plans and specifications for any accessory structure shall be submitted to and approved by the Architectural Control Committee. Mechanical equipment for the operation of swimming pools, hot tubs and the like shall be concealed from view by passers-by and neighboring lots.

ARTICLE EIGHT

SIGNS

No signs or billboards of any kind shall be placed, erected, or constructed upon any individual lot or Association lands and displayed to public view except one sign of customary and reasonable dimensions (not to exceed four (4) square feet) advising or advertising that the individual lot and the home thereon is for sale. Notwithstanding the above, the Declarant or its agents may erect and maintain during construction of the property and thereafter signs as it deems necessary to advertise the property, home or individual lots for sale. This provision shall not prohibit the Association from erecting directional or informational signs on the property, or a subdivision sign at the entrance to the Subdivision.

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ARTICLE NINE

GARBAGE DISPOSAL

All rubbish, trash and garbage shall be regularly placed in garbage cans or containers specifically intended for such use and such cans or containers and the area where regularly placed shall be kept in a clean and sanitary condition by the Owner. After collection, trash receptacles shall be promptly removed to a designated screened area. All garbage containers and enclosures shall be maintained by the individual Owner. It shall be the responsibility of each Owner to provide for his/her/their own garbage collection.

ARTICLE TEN

RADIO AND TELEVISION ANTENNAS; UTILITY CONNECTIONS

Section 10.1 - Radio and Television Antennas. No alteration to or modification of any radio, television or cable system erected by Declarant or any cable system vendor on the individual lots or on Association lands shall be permitted, nor shall an individual lot owner construct, use or operate any external radio, television antenna, satellite dish or other such apparatus without the prior written consent of the Architectural Control Committee. Nothing herein contained shall be deemed to prohibit radio and television antenna systems erected or constructed wholly within a dwelling.

Section 10.2 - Utility Connection. All connections to the dwelling for utilities, including but not limited to water, sewerage, electricity, telephone and cable television shall be run underground from the proper connecting points to the dwelling in such manner as to be acceptable to the authority furnishing such service.

ARTICLE ELEVEN

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other small household pets, provided they are not kept, bred or maintained for any commercial purpose; and provided further that they shall not be allowed to wander or roam freely about the neighborhood. The Association may adopt rules or regulations limiting the number of dogs or cats to be maintained by any Owner and further requiring that dogs or cats be leashed or be under the direct control of its owner when it is on any property other than upon its owner's Lot.



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ARTICLE TWELVE

BOATS, TRAILERS AND RECREATIONAL VEHICLES

No boat, trailer, recreational vehicle, inoperable motor vehicle or the like may be parked or stored on any street in the Subdivision. No boat, trailer, recreational vehicle or the like shall be parked or stored on any lot except in an approved garage structure or in a manner to minimize the visibility of such items to neighbors and passers by with the permission of the Architectural Control Committee.

ARTICLE THIRTEEN

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted within the Subdivision, 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, maintained or permitted upon any lot.

ARTICLE FOURTEEN

MINIMUM DWELLING SIZE, SETBACKS, GARAGES AND PARKING

Section 14.1 - Dwelling size. No building shall be permitted to be constructed on any Lot in Phase I of the Subdivision except a detached single-family residence nor more than two (2) stories in height and containing in the main structure not less than 1,200 square feet of living area, exclusive of porches, garages and patios.

Section 14.2 - Setbacks.

(a) No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines established by the City of Tallahassee as may specified on the recorded plat or plats of *WEEEMS PLANTATION*.

(b) No driveway shall be located nearer than three (3) feet to an interior property line except that portion thereof constituting a back up or turnaround pad or area, which may be located as near as one (1) foot to such interior property line.

(c) For the purposes of this Section 14.2, caves, steps and open porches shall not be considered as part of a dwelling, providing, however, that this shall not be construed to permit

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any portion of a building or other improvement on a lot to encroach upon any other lot nor shall this provision be construed to permit to construction of eaves, steps and open porches any closer than two (2) feet to any adjacent property line.

Section 14.3 - Garages. All residential units shall have a garage with garage doors. Garage doors shall remain closed except when necessary to enter the garage.

Section 14.4 - Parking. All motor vehicles shall be parked within garages on a regular basis and shall not be parked in the streets; however, parking shall be permitted in the streets when an owner has guests on a short term temporary basis. No commercial vehicles shall be parked in driveways or in the streets.

ARTICLE FIFTEEN

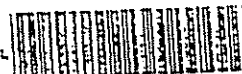
ARCHITECTURAL CONTROL

Section 15.1 - Approval by Architectural Control Committee. Prior to construction of any improvements on a Lot, the Owner (other than Declarant) shall submit professionally prepared plans and specifications for the proposed construction to the Architectural Control Committee, in duplicate, for approval, together with a site plan which shall show by location and type all trees having a diameter greater than eight (8) inches, and indicating thereon trees scheduled for removal. The plans shall include full landscaping details of the lot.

Section 15.2 - Completion of Construction. The improvements to such Lot, including landscaping shall be completed in a good and workmanlike fashion within eight (8) months after the commencement of construction unless such completion shall be tendered impossible as a direct result of strikes, fires, national emergencies or natural calamities.

Section 15.3 - Criteria for Approval, etc. Any plan submitted to the Architectural Control Committee for approval involving the construction or any improvement to a Lot shall, in addition to requirements set forth elsewhere in this Declaration, contain appropriate elevations showing the physical appearance of the proposed structure. The Architectural Control Committee shall have the absolute right to approve or disapprove such plans and specifications insofar as the quality or type of materials, harmony in external design and color are concerned, as well as the location of the proposed improvements in relation to the surrounding structures and topography. The Architectural Control Committee shall have absolute discretion, in the approval of plans for dwelling units, to grant variances from these Restrictive Covenants for good cause shown, if the proposed residence size and location will not materially and adversely affect the quality of the whole development.

The effect of any construction, changes, improvements or alterations on the topography of the Properties and the environmental impact thereof may also be considered by the



Committee in determining whether approval may be given. If no written notice of approval or disapproval is given by the Committee within thirty (30) days after it has received full plans and specifications as required in this Declaration, approval will be deemed to have been granted by the Committee. Further, no work shall be commenced until such time as the Owner or contractor shall have obtained all permits required by law.

Section 15.4 - Architectural Control Committee. The Architectural Control Committee for the Subdivision shall be appointed by the Declarant until such time that the Declarant waives this right in writing, and then by the Board of Directors of the Association. A majority of the Architectural Control Committee may select a representative to act for it. The Architectural Control Committee shall consist of not less than three (3), and no more than five (5) persons. All members of the Architectural Control Committee shall serve without compensation. All notices or submission requests to be given to the Architectural Control Committee (hereinafter referred to as "Committee") shall be in writing and delivered by mail to: Weems Plantation Architectural Control Committee, 4727 North Monroe Street, Tallahassee, Florida 32303, or at such other address designated by Declarant, or if no address is given, then to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division.

ARTICLE SIXTEEN

WATER SUPPLY AND SEWERAGE DISPOSAL

No individual water supply system of any type shall be permitted on any lot unless approved in writing by the Architectural Control Committee. No individual sewerage disposal system shall be permitted on any lot.

ARTICLE SEVENTEEN

HVAC SYSTEMS

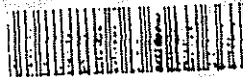
No window air conditioning units shall be installed in the front or any side of a building and all exterior heating and/or air conditioning compressors or other machinery shall be located to the rear of the dwelling or screened on the side yard.

ARTICLE EIGHTEEN

TREE CUTTING - PENALTIES

No living tree with a trunk diameter of eighteen (18) inches or greater as measured

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three feet up from the ground shall be cut or have its roots or root system damaged except as approved in writing by the Architectural Control Committee.

Whosoever shall violate this section may, in the discretion of the Architectural Control Committee, be assessed such penalty by that Committee as may be deemed to be reasonable and appropriate.

ARTICLE NINETEEN

USE OF MOTORCYCLES AND VEHICLES

No motorcycle, automobile, truck, recreational vehicle, off-road vehicle of two, three or four wheels shall be operated within the boundaries of the properties except on paved roads and driveways intended for such vehicular operation; provided nothing herein shall be deemed to prohibit the use of such vehicles or construction equipment required on site during the construction of any improvements on a lot or the operation of any customary yard maintenance equipment on any lot or on Association lands operated only in such manner and during such hours so as not to disturb other property owners.

ARTICLE TWENTY

COMMON AREA MAINTENANCE

The Common Area, including, but not limited to, the landscaping, signs, fences, sprinkler systems, electrical fixtures and other improvements located thereon, shall be maintained by the Association to the extent allowed by any restrictions of the recorded plat of the Subdivision and to the extent allowed by any easement required by the City of Tallahassee.

ARTICLE TWENTY-ONE

SOLICITATION AND ADVERTISING

No individual lot owner may carry on any business from his home within the project which involves pedestrian or automobile traffic to and from such individual owner's home. Notwithstanding this prohibition, the Association is 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. No individual lot owner may display any business sign within the Properties except for a sign placed upon the property advertising the same for sale as is elsewhere permitted by this Declaration.



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ARTICLE TWENTY-TWO

PROHIBITION AGAINST FIREARMS

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

ARTICLE TWENTY-THREE

FENCES, WALLS & CLOTHESLINES

Section 23.1 - Fences and Walls. No Owner shall erect any fence or wall until the plans and specifications showing the nature, kind, shape, height, materials, color, location, landscaping, and other details thereof shall have been submitted to and approved by the Architectural Control Committee as to the quality of the materials, harmony, design and colors, as well as its location in regard to the surrounding structures and topography. Approval of a type of fence on one occasion does not mean or assure that the same or a similar fence will be allowed thereafter.

Section 23.2 - Clotheslines. Clotheslines or other apparatus for the purpose of drying clothing or other materials shall not be permitted on the Properties except within the interior of a dwelling unit. No clothes, bedding or other materials shall be allowed to hang from or be draped upon any exterior portion of any dwelling unit, including patio or deck railings, fences and the like.

ARTICLE TWENTY-FOUR

NOTICE OF RULES TO GUESTS

All licensees, guests, invitees and tenants of each and every lot owner shall be subject to the provisions of this Declaration and of the Rules and Regulations of the Association governing the use and enjoyment of all lands contained within the Properties, and they shall abide by such Covenants, Restrictions, and Rules and Regulations.

ARTICLE TWENTY-FIVE

MAINTENANCE OF ORIGINAL APPEARANCE

No individual Owner shall make or commence any alteration in exterior shape, color or appearance of the residence located upon such lot, nor construct any fence, wall or other

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pertinent structure in a manner materially changing or altering the appearance or integrity of the Properties, or any individual lot unless or until such changes are approved in writing and in advance by the Architectural Control Committee.

ARTICLE TWENTY-SIX

DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of materials approved by the Architectural Control Committee. Walkways from the front entrance of any residence to any sidewalk shall be constructed of such materials and shall be placed in such locations as may be approved by the Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Architectural Control Committee.

ARTICLE TWENTY-SEVEN

MAIL BOXES

No mailbox, paper box or other receptacle of any kind for use in the delivery or mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Architectural Control Committee. The Architectural Control Committee or the Association may develop uniform standards for all such receptacles. If and when the United States mail service, newspapers or the like shall indicate a willingness to make a delivery to wall receptacles attached to residences of each Owner, each Owner, upon the request of the Association or the Architectural Control Committee, shall replace detached boxes or receptacles with receptacles attached to the dwellings or residences.

ARTICLE TWENTY-EIGHT

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub plant or any structure which obstructs sight lines at elevations between three (3) and ten (10) feet above average grade of streets or roadways (measured from the center line) lying within the Property shall be placed or permitted to remain on any corner lot within a triangular area formed by the street for a roadway right-of-way line and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way or, in the case of a rounded property corner, from the intersection of such right-of-way lines as extended. No fence, wall, hedge, shrub plant or structure shall be maintained in such manner as to



obstruct visibility from any alley or driveway located within the Properties. For this purpose, the same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances as set forth above unless the foliage line is maintained at a sufficient minimum and maximum height to prevent obstruction of such sight lines.

ARTICLE TWENTY-NINE

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Properties. Within these easements, no structure, planting, or other materials 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 or drainage channel in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. 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 shall be responsible.

ARTICLE THIRTY

REPAIR AND CONSTRUCTION OF ASSOCIATION LANDS OR PROPERTY

Within a reasonable time after a casualty loss or a loss or damage to property for which the Association has the responsibility of maintaining, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property. The Association shall diligently repair or replace any such damaged property.

ARTICLE THIRTY-ONE

DEVELOPMENT BY DECLARANT

No provision set forth in this Declaration shall prohibit or prevent Declarant, its agents, contractors or subcontractors from performing work and activities as Declarant shall deem necessary, advisable or appropriate in connection with the development of WEEMS PLANTATION; nor shall said provisions in any way prevent or restrict Declarant from maintaining such sign or signs on its property as it, in its sole discretion, shall deem necessary or desirable for the sale or other disposition thereof.

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ARTICLE THIRTY-TWO

WEEMS PLANTATION OWNERS ASSOCIATION

Section 32.1 - Creation. There shall be created under the laws of the State of Florida a nonprofit corporation to be named WEEMS PLANTATION OWNERS ASSOCIATION, INC., and which shall be governed by a Board of Directors.

Section 32.2 - Powers and Authority. The Association shall have the authority to enact reasonable Rules and Regulations for the implementation for the covenants, conditions, and restrictions set forth in this Declaration and shall have the following additional powers, duties and responsibilities:

- (a) it shall own in fee simple, maintain, repair and otherwise manage lands and properties of the Association, including all facilities, improvements, personal property and landscaping thereon;
- (b) it shall have the right to enact reasonable rules and regulations governing the use of the Association lands and common area;
- (c) it shall maintain such policy or policies of insurance as the Board of Directors of the Association shall deem necessary, desirable and advisable;
- (d) 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;
- (e) it shall have the authority to employ persons and to contract with independent contractors or business entities to perform maintenance as provided in Article Four of this Declaration; and
- (f) it shall maintain the restricted, common and conservation area or areas, if any, in compliance with all requirements of the recorded plat of the Subdivision and all governmental entities with jurisdiction over such area or areas.

Section 32.3 - Membership. Each owner of a Lot lying within the Subdivision



subject to this Declaration shall upon acquisition of legal title to such Lot, become a member of the Association and shall retain such membership until such time as he/she/they shall no longer own a Lot subject to this Declaration, at which time his/her/their membership in the Association shall terminate.

Section 32.4 - Voting. Members shall be all Lot Owners and shall be entitled to one (1) vote for each Lot owned. When there shall exist multiple ownership in a given Lot, all such persons shall be members and the vote from such lot shall be exercised as they may determine among themselves, or as may hereinafter be determined by the Bylaws. In no event shall more than one (1) vote be cast with respect to any Lot. Notwithstanding, the Declarant shall have the right to appoint all the members of the Board of Directors of the Association until it has sold all of its Lots in WEEMS PLANTATION and all the Additional Property.

ARTICLE THIRTY-THREE

LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including, but not limited to, its duties and obligations to maintain or repair Association property, the Association shall not be liable to owners, their invitees, licensees or guests for injury or damage caused by any latent defect or condition of Association property required to be maintained or repaired by the Association, or any injury or damage caused by acts of God or by third parties.

ARTICLE THIRTY-FOUR

ENFORCEMENT OF OBLIGATIONS

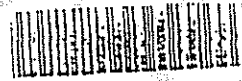
Each Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rule or regulation adopted by the Association. Upon failure of an Owner to so comply, the Association shall have the right to institute legal proceedings at law for damages or in equity to enforce the terms of these provisions against the offending Owner, and the prevailing party shall be entitled to recover costs and a reasonable attorney's fee. The failure of the Association to enforce any right, requirement, restriction, covenant or other provision of this Declaration, including any rule or regulation by bylaw adopted by the Association, shall not be deemed to be a waiver of the right to seek any remedy in equity or damages at law against any subsequent noncompliance.

ARTICLE THIRTY-FIVE

ASSESSMENTS AND LIENS

Section 35.1 - Covenant to Pay Assessments: The Declarant, for each lot owned

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within the Properties, hereby covenants and agrees, and each homeowner by acceptance of a deed for a lot located within the Properties or otherwise subject to this Declaration, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual and monthly assessments or charges as herein set forth and as established by the Association from time to time; and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided.

Section 35.2 Lien for Assessments. The annual, monthly and special assessments, together with interest, service charge, if any, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the lot owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage encumbering such lot. Assessments shall be made pursuant to the Bylaws of the Association. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the property owned by the Association or by the abandonment of his lot.

Section 35.3 - Purpose of Assessments. Assessments levied by the Association from time to time shall be used exclusively to promote and maintain the recreation, health, safety and welfare of the members of the Association, and for maintaining all the Properties within the subdivision as provided in this Declaration.

Section 35.4 - Deposits or Assessments. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held and used for the purposes set forth in this Declaration, the Articles of Incorporation or Bylaws of the Association, or other agreements among the Owners or the Lots subject to this Declaration.

Section 35.5 - Maximum Annual Assessment. Until December 31, 1999, the maximum annual assessment for a Owner shall be \$55.00 per year per lot, payable as is provided in Section 35.9 hereinafter, or as otherwise determined by the Board of Directors of the Association. From and after January 1, 2000, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Association's Board of Directors without a vote of the membership. From and after January 1, 2000, the maximum annual assessment may be increased by more than ten percent (10%) only by the vote or written approval of at least sixty percent (60%) of the votes entitled to be cast of property owners belonging to the Association.

Section 35.6 - Monthly Assessments. The Association has the right to maintain landscaping as provided in Section 4.2 of this Declaration. Payment for this service shall be by a monthly assessment as contained in a written notice from the Association to each lot owner. Payments of the monthly assessment are due on the 1st day of each month.

Section 35.7 - Special Assessments. 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 any area or improvement which is the responsibility of the Association, including improvements, fixtures, real or personal property related thereto; provided, however, that any such special assessment shall be made in accordance with the Bylaws of the Association.

Section 35.8 - Collection of Assessments. Annual assessments shall be due and payable on the first of January commencing January 1, 1999 and shall be delinquent if not paid by the 15th day of February of each year. Special assessments shall be due and payable in accordance on such dates and such terms as may be adopted by the Association. No setoffs shall be allowed to any Owner for repairs or improvements, or services contracted for by any Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to the collection of such assessment and/or service charges or fees in connection with the enforcement of the lien resulting therefrom.

Section 35.9 - Service Charge for Delinquent Assessment. In order to defray the cost of bookkeeping, billing and related expenses, all assessments not paid within fifteen (15) days after the due date, may, upon the decision of the Board or Directors of the Association, bear a service charge of five percent (5%) of the past due amount.

Section 35.10 - Effective Transfer of Title on Assessment. The sale or transfer of any lot shall not adversely affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding or transfer in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. In any voluntary conveyance, the Grantee of a lot upon which there shall exist any unpaid assessments due the Association, shall be jointly and severally liable with the Grantor for all such unpaid assessments 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 therefore. Any such Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Grantor to the Association, upon request, and such Grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessments made by the Association against the Grantor in excess of the amount of the statement; provided further, however, the Grantee thereof shall be liable for all assessments becoming due after the date of such transfer.

Section 35.11 - Rights of Declarant. Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by the Declarant. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on the behalf of, or reimburse the Association, all expenses incurred by the Association

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in the performance of duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect.

ARTICLE THIRTY-SIX

AMENDMENTS TO THIS DECLARATION: WAIVER OF MINOR VIOLATIONS

(a) Declarant specifically reserves the absolute and unconditional right, as long as it owns any of the Lots and any of the Additional Property to amend this Declaration, in whole or in part, without the consent or joinder of any party, (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; or (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; and (iv) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their Lot is not materially altered.

(b) Declarant, without the consent of any party, may, from time to time, bring within the scheme of this Declaration any of the lands described on the attached Exhibit "B" (Additional Property).

(c) The Declarant, at any time, further reserves and shall have the sole right to amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained in this Declaration; and, the further right to waive any violation of these covenants, conditions, and restrictions (including, without limiting the foregoing, violations of building restriction lines or minimum living area requirements and the provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation or need for amendment to be minor.

(d) The Architectural Control Committee shall have the power and authority to waive any violation of this Declaration wherein the judgment of the Architectural Control Committee, any such violation may be minor. Upon such time as the Architectural Control Committee shall cease to function, the duties and obligations of the Architectural Control Committee as set forth in this Declaration, shall be granted to the Board of Directors of the Association.

ARTICLE THIRTY-SEVEN



TERMINATION OF DECLARANT'S LEGAL OBLIGATION

At such time as the Declarant shall sell, convey or otherwise dispose of its interest in and to all of the Lots in the Subdivision, Declarant shall be entitled to be relieved of the performance of any duty or obligation set forth herein.

ARTICLE THIRTY-EIGHT

DURATION

These restrictive covenants shall run with the land and shall be binding until December 31, 2025, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing signed by at least a majority of the then lot owners has been recorded agreeing to change, amend or terminate said covenants and restrictions.

ARTICLE THIRTY-NINE

NOTICE

Any notice required to be sent to any Owner under the provisions of this Declaration or to any member of the Association shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the record Owner according to the Public Records of Leon County, Florida, at the time of such mailing, or at such other address as may be designated in writing to the Association by such Owner from time to time. Any notice required to be sent to the Association, its Board of Directors or the Architectural Control Committee shall be sent to the address of the Association reflected by the Division of Corporations, Department of State.

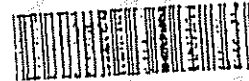
ARTICLE FORTY

MISCELLANEOUS

Section 40.1 - Titles. The titles of each article, section or paragraph and sub-paragraph of this Declaration are for convenience only and shall be deemed to have no legal effect in the interpretation of the provisions of this Declaration.

Section 40.2 - Severability. The invalidity in whole or in part of any covenant, condition, restriction, agreement, provisions, article, section, subsection, sentence, clause, phrase, or word contained in this Declaration, or any Article of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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Section 403 - Governing Law. This Declaration shall be governed in all respects under the laws of the State of Florida.

Section 40.4 - Reference to Gender Number. The reference to the masculine, the feminine, neuter, singular or plural, as the case may be, shall mean and include the opposite sex, gender or number wherever the context so requires or admits.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

T & T OF TALLAHASSEE, INC.
a Florida corporation

Sandra K. Perry
Print Name: Sandra K. Perry

By Terry C. Nelson
Terry C. Nelson
Its: President

Christina L. Burchett
Print Name: Christina L. Burchett



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STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 17th day of January, 1999, by Terry C. Nelson as President of T & T of Tallahassee, Inc., a Florida corporation, on behalf of the corporation. ☒ He is personally known to me; or ☐ He has produced _____ as identification.



CHRISTINA L. BISCHOFF
MY COMMISSION # 00475301 EXPIRES
July 28, 1999
SIGNED THRU TROY TAN INSURANCE, INC.

Christina L. Bischoff
NOTARY PUBLIC
My Commission Expires:

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WEEMS PLANTATION UNIT No. 1 PHASE "A" & UNIT No. 3:

Commence at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East, Leon County, Florida, and thence run South 00 degrees 27 minutes 01 seconds East 169.84 feet, thence South 89 degrees 47 minutes 06 seconds West 678.67 feet, thence South 89 degrees 55 minutes 32 seconds West 720.71 feet, thence South 89 degrees 55 minutes 17 seconds West 1219.11 feet to the Easterly right of way for Weems Road, thence South 00 degrees 00 minutes 20 seconds East along said Easterly right of way 419.81 feet to the POINT OF BEGINNING. Thence leaving said POINT OF BEGINNING continue South 00 degrees 00 minutes 20 seconds East along said right of way 390.19 feet, thence North 89 degrees 55 minutes 17 seconds East 290.00 feet, thence South 00 degrees 00 minutes 20 seconds East 305.00 feet, thence South 27 degrees 11 minutes 33 seconds East 93.93 feet, thence South 38 degrees 07 minutes 43 seconds East 39.05 feet, thence South 48 degrees 21 minutes 45 seconds East 57.51 feet, thence South 60 degrees 31 minutes 41 seconds East 108.49 feet, thence East 188.00 feet, thence North 45 degrees 00 minutes 00 seconds East 14.14 feet, thence East 565.00 feet, thence North 115.40 feet to a point on a curve concave Northerly, thence along said curve having a radius of 2022.50 feet through a central angle of 00 degrees 24 minutes 41 seconds for an arc length of 14.53 feet (chord bears North 88 degrees 39 minutes 40 seconds East 14.53 feet), thence North 01 degrees 32 minutes 41 seconds West 45.00 feet to a point on a curve concave Northerly, thence along said curve having a radius of 1977.50 feet through a central angle of 02 degrees 24 minutes 48 seconds for an arc length of 83.29 feet (chord bears North 87 degrees 14 minutes 55 seconds East 83.29 feet), thence North 385.28 feet, thence West 84.00 feet, thence North 60.00 feet, thence West 56.00 feet, thence North 117.00 feet, thence West 1028.01 feet to a point on a curve concave to the South, thence Westerly along said curve having a radius of 695.00 feet through a central angle of 09 degrees 20 minutes 00 seconds for an arc length of 113.22 feet (chord bears South 89 degrees 36 minutes 53 seconds West 113.09 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 39.00 feet through a central angle of 81 degrees 51 minutes 19 seconds for an arc length of 55.72 feet (chord bears North 54 degrees 07 minutes 28 seconds West 51.10 feet), thence North 13 degrees 11 minutes 48 seconds West 138.11 feet to the POINT OF BEGINNING, containing 18.25 acres, more or less.

EXHIBIT "A"

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LEGAL DESCRIPTION

Commence at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 27, Township 1 North, Range 1 East, Leon County, Florida, and thence run South 00 degrees 27 minutes 01 seconds East 169.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue South 00 degrees 27 minutes 01 seconds East 2937.82 feet to a point on the Northerly right of way boundary of the Seaboard Coast Line Railroad (120 feet wide), said point being on a curve concave to the Southwest, thence Northwesterly along said curve having a radius of 2062.09 feet through a central angle of 20 degrees 02 minutes 54 seconds for an arc distance of 721.55 feet (the chord of said arc bears North 60 degrees 49 minutes 17 seconds West 717.87 feet), thence continue along said Northerly right of way North 71 degrees 24 minutes 29 seconds West 1958.84 feet to a concrete monument (#1254) at the point of a curve to the left, thence along said curve having a radius of 2835.61 feet through a central angle of 03 degrees 20 minutes 14 seconds for an arc distance of 165.17 feet to the Easterly right of way boundary of Weems Road (chord bears North 73 degrees 04 minutes 36 seconds West 165.15 feet), thence run North 00 degrees 00 minutes 20 seconds West along said Easterly right of way boundary 1099.98 feet, thence leaving said right of way run North 89 degrees 55 minutes 17 seconds East 290.00 feet, thence South 00 degrees 00 minutes 20 seconds East 305.00 feet, thence South 27 degrees 11 minutes 33 seconds East 93.93 feet, thence South 38 degrees 07 minutes 43 seconds East 39.05 feet, thence South 48 degrees 21 minutes 45 seconds East 57.51 feet, thence South 60 degrees 31 minutes 41 seconds East 108.49 feet, thence East 188.00 feet, thence North 45 degrees 00 minutes 00 seconds East 14.14 feet, thence East 565.00 feet, thence North 115.40 feet to a point on a curve concave Northerly, thence along said curve having a radius of 2022.50 feet through a central angle of 00 degrees 24 minutes 41 seconds for an arc length of 14.53 feet (chord bears North 88 degrees 39 minutes 40 seconds East 14.53 feet), thence North 03 degrees 12 minutes 41 seconds West 45.00 feet to a point on a curve concave Northerly, thence along said curve having a radius of 1977.50 feet through a central angle of 02 degrees 24 minutes 48 seconds for an arc length of 83.29 feet (chord bears North 87 degrees 14 minutes 55 seconds East 83.29 feet), thence North 385.28 feet, thence West 84.00 feet, thence North 60.00 feet, thence West 56.00 feet, thence North 117.00 feet, thence West 1028.01 feet to a point on a curve concave to the South, thence Westerly along said curve having a radius of 695.00 feet through a central angle of 09 degrees 20 minutes 00 seconds for an arc length of 113.22 feet (chord bears South 89 degrees 36 minutes 53 seconds West 113.09 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 39.00 feet through a central angle of 81 degrees 51 minutes 19 seconds for an arc length of 55.72 feet (chord bears North 54 degrees 07 minutes 28 seconds West 51.10 feet), thence North 13 degrees 11 minutes 48 seconds West 138.11 feet to the Easterly right of way of Weems Road, thence North 00 degrees 00 minutes 20 seconds West along said right of way 419.81 feet, thence leaving said Easterly right of way run North 89 degrees 55 minutes 17 seconds East 1219.11 feet, thence North 89 degrees 55 minutes 32 seconds East 720.71 feet, thence North 89 degrees 47 minutes 06 seconds East 678.67 feet to the POINT OF BEGINNING, containing 124.2 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract to the subject property. It is possible there are other deeds, easements, etc., recorded or unrecorded, that may affect the boundaries.

Alan D. Platt

ALAN D. PLATT
Florida Registered Land Surveyor No. 4664

EXHIBIT "B"

This document was prepared by:
Charles R. Gardner
Gardner, Shaffer, Duggar, Uist & Wiener, P.A.
1100 Thomaswood Drive
Tallahassee, Florida 32312

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

for
WEEMS PLANTATION

This FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this "Declaration") is made this 2nd day of March, 1999, by **T AND T OF TALLAHASSEE, INC.**, a Florida corporation, having as an address in Leon County, Florida, 4727 North Monroe Street, Tallahassee, Florida 32303 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of ***WEEMS PLANTATION***; and
- B. The Declarant is desirous of amending and supplementing the Declaration:

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in ***WEEMS PLANTATION***, the Declarant does hereby amend the Declaration as follows:

- I. The Declaration contained a clerical mistake in that the Declarant was referred to as "T & T OF TALLAHASSEE, INC." and not by its correct corporate name which is "T AND T OF TALLAHASSEE, INC." All references in the Declaration to "T & T OF TALLAHASSEE, INC." shall be, and are hereby, amended to be "T AND T OF TALLAHASSEE, INC." By its signature below, "T AND T OF TALLAHASSEE, INC." does hereby ratify and affirm the Declaration.

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2. The Declaration is supplemented to provide a new Section 40.5 in Article Forty, as follows:

Section 40.5 Maintenance of Stormwater Facilities. Until such time as they may be conveyed to the City of Tallahassee, all stormwater management facilities in WEEMS PLANTATION shall be maintained and operated by the Association to meet all state and local laws, rules and regulations.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

T AND T OF TALLAHASSEE, INC.
a Florida corporation

Christina L. Bischoff
Print Name: Christina L. Bischoff

By Terry C. Nelson
Terry C. Nelson
Its: President

Marci L. Goodwin
Print Name: Marci L. Goodwin

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 2nd day of March, 1999, by Terry C. Nelson as President of T & T of Tallahassee, Inc., a Florida corporation, on behalf of the corporation.

☒ He is personally known to me; or
☐ He has produced _____ as identification.

Christina L. Bischoff
NOTARY PUBLIC
My Commission Expires:



CHRISTINA L. BISCHOFF
MY COMMISSION # 00475291 EXPIRES
July 28, 1999
BOOKED THEN THEY FIRM RESOURCES, INC

This document was prepared by:
Charles R. Gardner
Gardner, Sheffer, Dugger, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32312

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SUPPLEMENT ADDING ADDITIONAL PROPERTY TO

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

for
WEEMS PLANTATION

This SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this "Declaration") is made this 25th day of May, 2000, by **T AND T OF TALLAHASSEE, INC.**, a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Plaza, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of ***WEEMS PLANTATION***; and
- B. The Declarant has caused a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2224, at Page 419 of the Public Records of Leon County, Florida, with respect to Phase I of ***WEEMS PLANTATION***; and
- C. The Declarant is desirous of further amending and supplementing the Declaration;

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in ***WEEMS PLANTATION***, the Declarant does hereby amend the Declaration as follows:

- 1. The Declaration is hereby supplemented in accordance with Article Thirty-Six to

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DAVE LANG, CLERK OF COURTS



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add additional property to **WEEMS PLANTATION**. The property described on the attached Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the Subdivision. The definition of Subdivision reflected in Article Two of the Declaration is hereby amended to include the property described on the attached Exhibit "A". The property described on the attached Exhibit "A" consists of 61 currently platted Lots, a roadway and utilities system, and is generally referred to as Unit No. 1, Phase B, of **WEEMS PLANTATION**. The recorded Plat of Unit 1, Phase B, **WEEMS PLANTATION** may hereafter be amended to add nine (9) additional Lots consecutively numbered 18 through 26 in Block A which have been temporarily omitted from the recorded Plat.

2. The annual assessments for the Lots within Unit 1, Phase B, **WEEMS PLANTATION** will begin as and when the Lots are improved with houses and sold.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

T AND T OF TALLAHASSEE, INC.
a Florida corporation

Sara O'Neal
Print Name: Sara O'Neal

By: Mehrdad Ghazvini
Its: President

Christina L. Bischoff
Print Name: Christina L. Bischoff

TATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 25th day of May, 2000, by Mehrdad Ghazvini as President of T & T of Tallahassee, Inc., a Florida corporation, on behalf of the corporation.

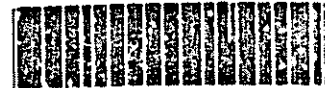
- ☒ He is personally known to me; or
☐ He has produced _____ as identification.

Christina L. Bischoff
NOTARY PUBLIC
My Commission Expires:



Christina L. Bischoff
MY COMMISSION # CC840306 EXPIRES:
July 26, 2003
BONDED THROUGH TROY FARM INSURANCE CO.

R20000037939
RECORDED IN
PUBLIC RECORDS LEON COUNTY FL
BOOK: R2378 PAGE: 00352
MAY 30 2000 03:12 PM
DAVE LANG, CLERK OF COURTS



BK: R2378 PG: 00352

WEEMS PLANTATION UNIT No. 1, PHASE "B"

BEGIN at the Southeast corner of WEEMS PLANTATION UNIT No. 1, as per map or plat thereof recorded in Plat Book 12, Page 65 of the Public Records of Leon County, Florida, and run along the Easterly boundary of said UNIT No. 1 as follows: North 115.40 feet to a point on a curve concave Northerly, thence along said curve having a radius of 2022.50 feet through a central angle of 00 degrees 24 minutes 41 seconds for an arc length of 14.53 feet (chord bears North 88 degrees 39 minutes 40 seconds East 14.53 feet), thence North 01 degrees 32 minutes 41 seconds West 45.00 feet to a point on a curve concave Northerly, thence along said curve having a radius of 1977.50 feet through a central angle of 02 degrees 24 minutes 48 seconds for an arc length of 83.29 feet (chord bears North 87 degrees 14 minutes 55 seconds East 83.29 feet), thence North 385.28 feet, thence West 84.00 feet, thence North 60.00 feet, thence West 56.00 feet, thence North 117.00 feet, thence East 846.74 feet, thence South 08 degrees 42 minutes 58 seconds East 63.04 feet, thence North 81 degrees 17 minutes 02 seconds East 45.00 feet, thence South 08 degrees 42 minutes 58 seconds East 19.52 feet, thence North 81 degrees 17 minutes 02 seconds East 117.00 feet, thence South 08 degrees 42 minutes 58 seconds East 173.14 feet to a point of curve to the right with a radius of 639.50 feet through a central angle of 08 degrees 42 minutes 58 seconds for a chord stance of 97.68 feet (the chord of said arc bears South 04 degrees 21 minutes 29 seconds East 97.19 feet) thence South 231.90 feet, thence West 87.00 feet, thence South 03 degrees 10 minutes 47 seconds West 45.07 feet, thence South 125.00 feet, thence West 120.00 feet, thence North 125.00 feet, thence West 555.00 feet, thence South 125.00 feet, thence West 245.00 feet to the POINT OF BEGINNING, containing 13.76 acres, more or less.

EXHIBIT A

This document was prepared by
Charles R. Gardner
Gardner, Shelfer, Duggar, Rist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32312

R20000043464
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2385 PAGE: 01759
JUN 21 2000 09:25 AM
TALLAHASSEE, FLORIDA



BK: R2385 PG: 01759

SECOND SUPPLEMENT ADDING ADDITIONAL PROPERTY
and
SECOND AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
for
WEEMS PLANTATION

This **SECOND SUPPLEMENT ADDING ADDITIONAL PROPERTY AND SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (hereinafter referred to as this "Amendment") is made this 15th day of June, 2000, by **T AND T OF T TALLAHASSEE, INC.**, a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Plaza, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of **WEEMS PLANTATION**; and
- B. The Declarant has caused a **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** to be recorded in Official Records Book 2224, at Page 419 of the Public Records of Leon County, Florida, with respect to Phase I of **WEEMS PLANTATION**; and
- C. The Declarant has caused a **SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** to be recorded in Official Records Book 2378, at Page 350 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of **WEEMS PLANTATION**; and



- D. The Declarant is desirous of further amending and supplementing the Declaration;

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in **WEEMS PLANTATION**, the Declarant does hereby amend the Declaration as follows:


1. The Declaration is hereby supplemented in accordance with Article Thirty-Six to add additional property to **WEEMS PLANTATION**. The property described on the attached Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the Subdivision. The definition of Subdivision reflected in Article Two of the Declaration is hereby amended to include the property described on the attached Exhibit "A". The property described on the attached Exhibit "A" will consist of 45 Lots, a roadway and utilities system, and is generally referred to as Unit No. 2, Phase A, of **WEEMS PLANTATION**.
2. The annual assessments for the Lots within Unit No. 2, Phase A, **WEEMS PLANTATION** will begin as and when the Lots are improved with houses and sold.
3. The Declaration is hereby amended to correct a typographical error in Article Fourteen, Section 4.2. The reference to "Article IV" should have stated "Article Thirty-Five" and is hereby corrected and amended.
4. Section 14.1 of Article Fourteen of the Declaration, with respect to Unit No. 2, Phase "A" only, is amended to provide that the main structures in Unit No. 2, Phase "A" shall be not less than 900 square feet as opposed to 1,200 square feet.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:


Print Name: Charles R. Gardner

T AND T OF TALLAHASSEE, INC.
a Florida corporation


By: Mehrdad Ghazvini
Its: President

Print Name: _____

STATE OF FLORIDA,
COUNTY OF LEON.

R20000043464
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2385 PAGE: 01761
JUN 21 2000 09:25 AM
DAVE LANG, CLERK OF COURTS



BK: R2385 PG: 01761

The foregoing instrument was acknowledged before me this 15th day of June, 2000, by
Mehrdad Ghazvini as President of T and T of Tallahassee, Inc., a Florida corporation, on behalf
of the corporation.

☒ He is personally known to me; or
☐ He has produced _____ as identification.



NOTARY PUBLIC

My Commission Expires:



Charles R. Gortner
MY COMMISSION # CC15771 EXPIRES
April 30, 2002
BONDED THROUGH THE FLORIDA NOTARY BOARD

R20000043464
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2385 PAGE: 01762
JUN 21 2000 09:25 AM
DAVE LANG, CLERK OF COURTS



EXHIBIT "A"

BK: R2385 PG: 01762

BEGIN at the Northwest corner of Weems Plantation Unit No. 1, as per map or plat thereof recorded in Plat Book 12, Page 65 of the Public Records of Leon County, Florida, said point being the intersection of the Easterly right of way boundary of Weems Road (66 foot right of way) with the Northerly right of way boundary of Dartmouth Drive, and run thence along the Northerly boundary of said Weems Plantation Unit No. 1 the following four courses: South 13 degrees 11 minutes 48 seconds East 138.11 feet to a point of curve concave Northeasterly, thence Southeasterly along said curve with a radius of 39.00 feet through a central angle of 81 degrees 51 minutes 19 seconds for an arc distance of 55.72 feet (the chord of said arc bears South 54 degrees 07 minutes 28 seconds East 51.10 feet) to a point of reverse curve, thence Easterly along said reverse curve with a radius of 695.00 feet through a central angle of 09 degrees 20 minutes 00 seconds for an arc distance of 113.22 feet (chord of said arc bears North 89 degrees 36 minutes 53 seconds East 113.09 feet) thence EAST 796.22 feet, thence leaving said Northerly boundary run North 21 degrees 28 minutes 17 seconds East 3.79 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 148.91 feet through a central angle of 21 degrees 28 minutes 17 seconds for an arc distance of 55.80 feet to a point of tangent, thence NORTH 42.97 feet to a point of curve to the right, thence Northeasterly along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet to a point of tangent, thence EAST 16.50 feet, thence North 08 degrees 49 minutes 23 seconds West 45.54 feet, thence WEST 41.50 feet, thence NORTH 111.00 feet, thence WEST 704.50 feet, thence NORTH 110.65 feet, thence North 23 degrees 40 minutes 39 seconds West 51.08 feet, thence NORTH 139.38 feet, thence South 89 degrees 55 minutes 17 seconds West 267.00 feet to the Easterly right of way boundary of said Weems Road, thence South 00 degrees 00 minutes 20 seconds East along said Easterly right of way boundary 419.81 feet to the POINT OF BEGINNING.

This document was prepared by:
Charles R. Gardner
Gardner, Shaffer, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32312
(850) 385-0070



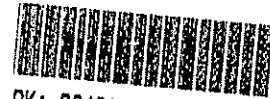
BK: R2481 PG: 01233

THIRD SUPPLEMENT ADDING ADDITIONAL PROPERTY
and
THIRD AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
for
WEEMS PLANTATION

This **THIRD SUPPLEMENT ADDING ADDITIONAL PROPERTY AND THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (hereinafter referred to as this "Amendment") is made this 2nd day of April, 2001, by **T AND T OF TALLAHASSEE, INC.**, a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Plaza, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of **WEEMS PLANTATION**; and
- B. The Declarant has caused a **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** to be recorded in Official Records Book 2224, at Page 419 of the Public Records of Leon County, Florida, with respect to Phase I of **WEEMS PLANTATION**; and
- C. The Declarant has caused a **SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** to be recorded in Official Records Book 2378, at Page 350 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of **WEEMS PLANTATION**; and
- D. The Declarant has caused a **SECOND SUPPLEMENT ADDING ADDITIONAL**



BK: R2481 PG: 01234

PROPERTY AND SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be
recorded in Official Records Book 2385, at Page 1759 of the Public Records of
Leon County, Florida, with respect to Unit No. 1, Phase "B" of **WEEMS
PLANTATION**; and

E. The Declarant is desirous of further amending and supplementing the Declaration;

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits
to be derived by the Declarant and each and every subsequent owner of any of the lots in
WEEMS PLANTATION, the Declarant does hereby amend the Declaration as follows:

1. The Declaration is hereby supplemented in accordance with Article Thirty-Six to
add additional property to **WEEMS PLANTATION**. The property described on the attached
Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the
Subdivision. The definition of Subdivision reflected in Article Two of the Declaration is hereby
amended to include the property described on the attached **Exhibit "A"**. The property described
on the attached **Exhibit "A"** consists of 9 Lots, a roadway and utilities system, and is generally
referred to as Unit No. 5 of **WEEMS PLANTATION**.

2. The annual assessments for the Lots within Unit No. 5 **WEEMS PLANTATION**
will begin as and when the Lots are improved with houses and sold.

3. The Declaration is hereby amended to correct a typographical error in Article
Four, Section 4.2. The reference to "Article IV" should have stated "Article Thirty-Five" and is
hereby corrected and amended.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and
Restrictions to be executed as of the day and year first above written.

WITNESSES:

Sandra K. Perry
Print Name: Sandra K. Perry

T AND T OF TALLAHASSEE, INC.
a Florida corporation

By: Pepper Ghazvini
Its: President

Christina L. Bischoff
Print Name: Christina L. Bischoff

R20010023682
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BOOK: R2481 PAGE: 01235
APR 04 2001 01:48 PM
BOB INZER, CLERK OF COURTS
STATE OF FLORIDA,
COUNTY OF LEON.

BK: R2481 PG: 01235

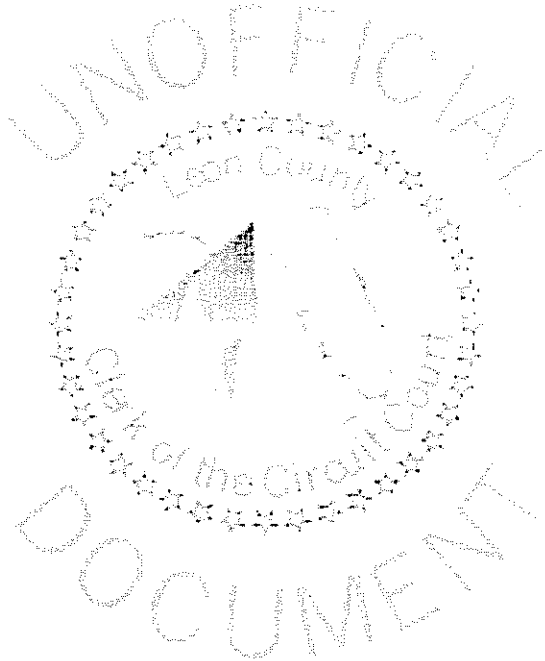
The foregoing instrument was acknowledged before me this 2nd day of April, 2001, by
Pepper Ghazvini as President of T and T of Tallahassee, Inc., a Florida corporation, on behalf of
the corporation.

☒ He is personally known to me; or
☐ He has produced _____ as identification.

Christina L. Bischoff
NOTARY PUBLIC
My Commission Expires:



Christina L. Bischoff
MY COMMISSION # CCB40306 EXPIRES
July 26, 2003
BONDED THRU TROY FARM INSURANCE, INC



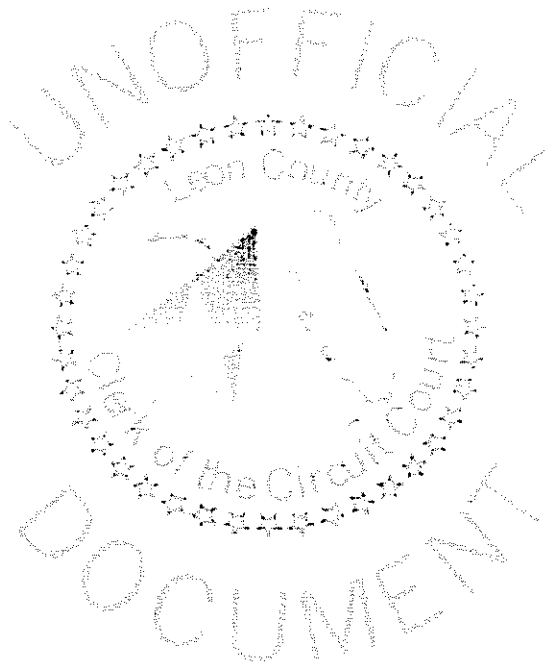
R20010023682
RECORDED IN
PUBLIC RECORDS LEON COUNTY FL
BOOK: R2481 PAGE: 01236
APR 04 2001 01:48 PM
BOB INZER, CLERK OF COURTS



BK: R2481 PG: 01236

EXHIBIT "A"

BEGIN at the Southeast corner of Lot 17, Block "A" of WEEMS PLANTATION UNIT No. 1, Phase "B" as per map or plat thereof recorded in Plat Book 12, Page 83 of the Public Records of Leon County, Florida, and run along the Easterly boundary of said Unit No. 1, Phase "B" as follows: North 125.00 feet to the Southerly right of way boundary of Boodmin Moor Drive (45' right of way) thence run East along said southerly right of way boundary 555.00 feet to the Northwest corner of Lot 27, Block "A" of said WEEMS PLANTATION UNIT 1, Phase "B", thence run South along said Westerly boundary 125.0 feet to the Southwest corner of said Lot 27, thence run West 555.00 feet to the POINT OF BEGINNING.



This document was prepared by:
Charles R. Gardner
Gardner, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32312
(850) 385-0070

R20010054980
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2529 PG: 00728
JUL 19 2001 01:47 PM
BOB INZER, CLERK OF COURTS

FOURTH SUPPLEMENT ADDING ADDITIONAL PROPERTY
to
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
for
WEEMS PLANTATION

This FOURTH SUPPLEMENT ADDING ADDITIONAL PROPERTY to DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this "Amendment") is made this 19th day of July, 2001, by T AND T OF TALLAHASSEE, INC., a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Plaza, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of *WEEMS PLANTATION*; and
- B. The Declarant has caused a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2224, at Page 419 of the Public Records of Leon County, Florida, with respect to Phase I of *WEEMS PLANTATION*; and
- C. The Declarant has caused a SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2378, at Page 350 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of *WEEMS PLANTATION*; and
- D. The Declarant has caused a SECOND SUPPLEMENT ADDING ADDITIONAL PROPERTY AND SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2385, at Page 1759 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of *WEEMS PLANTATION*;

- E. The Declarant has caused a THIRD SUPPLEMENT ADDING ADDITIONAL PROPERTY and THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2481, at Page 1233 of the Public Records of Leon County, Florida, with respect to Unit No. 5 of *WEEMS PLANTATION*; and
- F. The Declarant is desirous of further supplementing the Declaration to add additional property to the Declaration.

TERMS OF AMENDMENTS

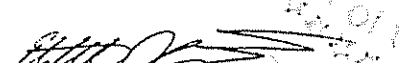
In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in *WEEMS PLANTATION*, the Declarant does hereby amend the Declaration as follows:

1. The Declaration is hereby supplemented in accordance with Article Thirty-Six to add additional property to *WEEMS PLANTATION*. The property described on the attached Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the Subdivision. The definition of Subdivision reflected in Article Two of the Declaration is hereby amended to include the property described on the attached Exhibit "A". The property described on the attached Exhibit "A" consists of Lots, a roadway and utilities system, and is generally referred to as Unit No. 2, Phase "B" of *WEEMS PLANTATION*. The Plat of Unit No. 2, Phase "B" of *WEEMS PLANTATION* is recorded in Plat Book 13, at Page 12 of the Public Records of Leon County, Florida.

2. The annual assessments for the Lots within Unit No. 2, Phase "B" *WEEMS PLANTATION* will begin as and when the Lots are improved with houses and sold.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:


Print Name: ELIZABETH J. COLVIN

T AND T OF TALLAHASSEE, INC.
a Florida corporation


Print Name: PEPPER GHAZYVINI

By: 
Pepper Ghazyvini
Its: President

STATE OF FLORIDA,
COUNTY OF LEON.

R20010054980
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2529 PG: 00730
JUL 19 2001 01:47 PM
BOB INZER, CLERK OF COURTS

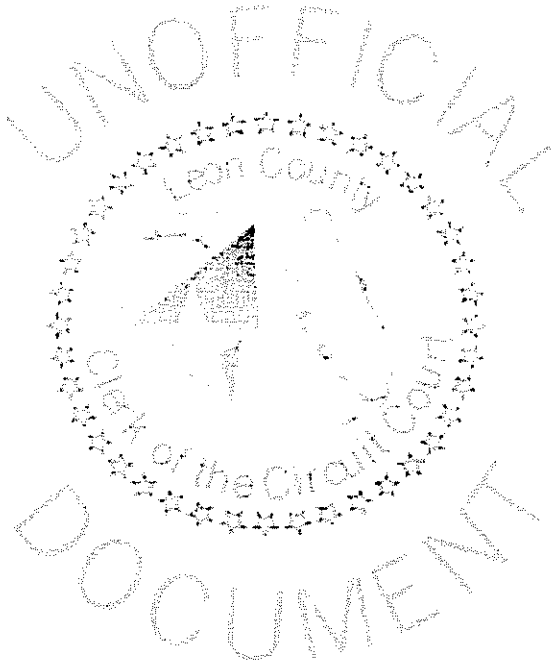
The foregoing instrument was acknowledged before me this 18th day of July, 2001, by
Pepper Ghazvini as President of T and T of Tallahassee, Inc., a Florida corporation, on behalf of
the corporation.

☒ He is personally known to me; or
☐ He has produced _____ as identification.


NOTARY PUBLIC
My Commission Expires:



Elizabeth J. Colvin
MY COMMISSION # CC707685 EXPIRES
January 13, 2002
BONDED THROUGH FARM INSURANCE INC



R20010054980
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2529 PG: 00731
JUL 19 2001 01:47 PM
BOB INZER, CLERK OF COURTS

Exhibit A

Begin at the Northwest corner of Lot 1, Block "D" of Weems Plantation Unit No. 1, as per map or plat thereof recorded in Plat Book 12, Page 65 of the Public Records of Leon County, Florida, said point being on the Westerly right of way boundary of Gentle Wind Way (45 feet right of way) thence run North 21 degrees 28 minutes 17 seconds East 3.79 feet to a point of curve to the left, thence Northeasterly along said curve with a radius of 148.91 feet through a central angle of 21 degrees 28 minutes 17 seconds for an arc distance of 55.80 feet to a point of tangent, thence North 42.97 feet to a point of curve to the right, thence Northeasterly along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 47.12 feet to a point of tangent, thence East 16.50 feet, thence North 08 degrees 49 minutes 23 seconds West 45.54 feet, thence West 41.50 feet, thence North 111.00 feet, thence East 362.01 feet, thence North 00 degrees 00 minutes 20 seconds West 110.71 feet to a point on a curve concave Southeasterly, thence Northwesterly along said curve with a radius of 52.50 feet, through a central angle of 06 degrees 00 minutes 28 seconds for an arc distance of 5.51 feet (chord of said arc bears North 86 degrees 59 minutes 46 seconds West 5.50 feet) thence run North 45.00 feet to a point on a curve concave Southeasterly, thence run Southeasterly along said curve with a radius of 97.50 feet through a central angle of 06 degrees 44 minutes 04 seconds for an arc distance of 11.46 feet (chord of said arc bears South 86 degrees 37 minutes 58 seconds East 11.45 feet) to a point of reverse curve, thence run Northeasterly along said reverse curve with a radius of 30.00 feet through a central angle of 13 degrees 29 minutes 18 seconds for an arc distance of 7.06 feet (chord of said arc bears North 89 degrees 59 minutes 25 seconds East 7.05 feet) thence run North 143.00 feet, thence run North 89 degrees 55 minutes 17 seconds East 218.00 feet, thence run South 00 degrees 00 minutes 20 seconds East 585.63 feet to the North boundary of Block "D" of Weems Plantation Unit No. 1, Phase "B", as recorded in Plat Book 12, Page 83 of the Public Records of Leon County, Florida, thence run West along said Northerly boundary 602.78 feet to the POINT OF BEGINNING.

19th of the Circuit Court
DOCUMENT

FIFTH SUPPLEMENT ADDING ADDITIONAL PROPERTY
to
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
for
WEEMS PLANTATION

This FIFTH SUPPLEMENT ADDING ADDITIONAL PROPERTY to DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (hereinafter referred to as this "Amendment") is made this 14th day of November, 2002, by T AND T OF TALLAHASSEE, INC., a Florida corporation, having as an address in Leon County, Florida, 2811-E Industrial Plaza, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused a DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") to be recorded in Official Records Book 2219, at Page 1389 of the Public Records of Leon County, Florida, with respect to Phase I of *WEEMS PLANTATION*; and
- B. The Declarant has caused a FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2224, at Page 419 of the Public Records of Leon County, Florida, with respect to Phase I of *WEEMS PLANTATION*; and
- C. The Declarant has caused a SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2378, at Page 350 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of *WEEMS PLANTATION*; and
- D. The Declarant has caused a SECOND SUPPLEMENT ADDING ADDITIONAL PROPERTY AND SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2385, at Page 1759 of the Public Records of Leon County, Florida, with respect to Unit No. 1, Phase "B" of *WEEMS PLANTATION*; and
- E. The Declarant has caused a THIRD SUPPLEMENT ADDING ADDITIONAL PROPERTY and THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2481, at Page 1233 of the Public Records of Leon County, Florida, with respect to Unit No. 5 of *WEEMS PLANTATION*; and
- F. The Declarant has caused a FOURTH SUPPLEMENT ADDING ADDITIONAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS to be recorded in Official Records Book 2529, at Page 728 of the Public Records of Leon County, Florida, with respect to Unit No. 2, Phase B of *WEEMS PLANTATION*; and
- G. The Declarant is desirous of further supplementing the Declaration to add additional property to the Declaration.

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in **WEEMS PLANTATION**, the Declarant does hereby amend the Declaration as follows:

1. The Declaration is hereby supplemented in accordance with Article Thirty-Six to add additional property to **WEEMS PLANTATION**. The property described on the attached Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the Subdivision. The definition of Subdivision reflected in Article Two of the Declaration is hereby amended to include the property described on the attached Exhibit "A". The property described on the attached Exhibit "A" consists of Lots, a roadway and utilities system, and is generally referred to as Unit No. 2, Phase "C" of **WEEMS PLANTATION**. The Plat of Unit No. 2, Phase "C" of **WEEMS PLANTATION** is recorded in Plat Book 13, at Page 44 of the Public Records of Leon County, Florida.

2. The annual assessments for the Lots within Unit No. 2, Phase "C" **WEEMS PLANTATION** will begin as and when the Lots are improved with houses and sold.

IN WITNESS WHEREOF, the Declarant has caused this Fifth Supplement to Declaration of Covenants and Restrictions to be executed as of the day and year first above written.

WITNESSES:

Renee A. Canley
Print Name: RENEE A. CANLEY

T AND T OF TALLAHASSEE, INC.
a Florida corporation

By: Pepper Ghazvini
Its President

Christina L. Bischoff
Print Name: CHRISTINA L. BISCHOFF

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 14th day of November, 2002, by Pepper Ghazvini as President of T and T of Tallahassee, Inc., a Florida corporation, on behalf of the corporation.

(☒) He is personally known to me; or
(☐) He has produced _____ as identification.

Christina L. Bischoff
NOTARY PUBLIC
My Commission Expires:

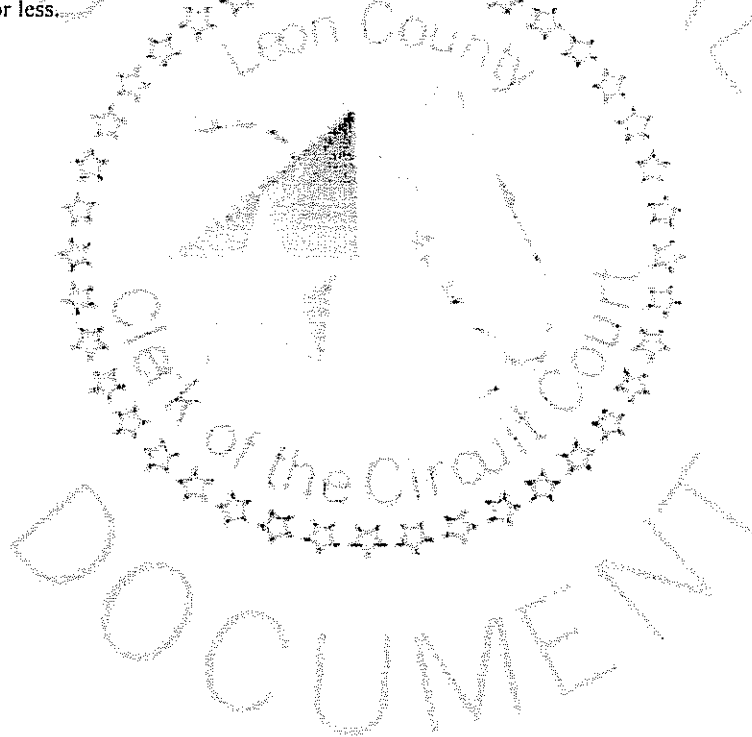


Christina L. Bischoff
MY COMMISSION # CC84030A EXPIRES
July 26, 2003
BONDED THROUGH FARM INSURANCE, INC.

Exhibit "A"

R20020103383
RECORDED IN
PUBLIC RECORDS LEON CNTY FL
BK: R2765 PG: 00056
NOV 14 2002 02:53 PM
JOS INZER, CLERK OF COURTS

Begin at the Northeast corner of Weems Plantation Unit No. 2, Phase "A", as per map or plat thereof recorded in Plat Book 12, Page 90 of the Public Records of Leon County, Florida, and run thence South 139.38 feet, thence South 23 degrees 40 minutes 39 seconds East 51.08 feet thence South 110.65 feet, thence East 1066.51 feet, thence North 00 degrees 00 minutes 20 seconds West 110.71 feet to a point on a curve concave Southeasterly, thence Northwesterly along said curve with a radius of 52.50 feet through a central angle of 06 degrees 00 minutes 28 seconds for an arc distance of 5.51 feet (chord of said arc bears North 86 degrees 59 minutes 46 seconds West 5.50 feet) thence run North 45.00 feet to a point on a curve concave Southeasterly, thence run Southeasterly along said curve with a radius of 97.50 feet through a central angle of 06 degrees 44 minutes 04 seconds for an arc distance of 11.46 feet (chord of said arc bears South 86 degrees 37 minutes 58 seconds East 11.45 feet) to a point of reverse curve, thence run Northeasterly along said reverse curve with a radius of 30.00 feet through a central angle of 13 degrees 29 minutes 18 seconds for an arc distance of 7.06 feet (chord of said arc bears North 89 degrees 59 minutes 25 seconds East 7.05 feet) thence run North 143.00 feet, thence run South 89 degrees 55 minutes 17 seconds West 1100.00 feet to the POINT OF BEGINNING, containing 7.40 acres, more or less.





CITY HALL
300 S. ADAMS ST.
TALLAHASSEE, FL
32301
850/891-0110
TDD 1-800/955-8771

SCOTT MADDOX
Mayor
JOHN PAUL BAILEY
Mayor Pro Tem

CHARLES E. BILLINGS
Commissioner
DEBBIE LIGHTSEY
Commissioner
STEVE MENSJRO
Commissioner

ANTHONY FAVORS
City Manager
ROBERT S. PETER
City Treasurer/Clerk

JAMES D. ENGLISH
City Attorney
SARAH McCALL
City Auditor

May 4, 2000

R20000032517

RECORDED IN
PUBLIC RECORDS LEON COUNTY FL
BOOK: 82371 PAGE: 00972
MAY 08 2000 02:23 PM



BK: R2371 PG: 00972

T & T of Tallahassee Incorporated / Weems Plantation
c/o Mr. F. Michael Dimitroff, Agent
Capital Property Consultants
2811-E Industrial Plaza Drive
Tallahassee, Florida 32301

RE: Technical Amendment (TA 200)
Weems Plantation
Tax Parcel I.D. # 11-27-20-007-000-0

Dear Mr. Dimitroff:

Please be advised that your application for Technical Amendment to adjust the phase line between Phase IIA and Phase IIC of the Weems Plantation Preliminary Plat has been approved conditional upon verified recording of this approval with the Clerk of the Circuit Court of Leon County, Florida.

This approval is intended to meet the requirements of the City of Tallahassee Zoning, Site Plan and Regulations only, and does not waive any other applicable local, state or federal regulations, nor does it constitute a "replat" of a subdivision recorded in the Public Records of Leon County, Florida. The approval is made pursuant to the Regulations and is based on the following findings:

1. Weems Plantation preliminary plat was approved by the City of Tallahassee Development Review Committee on September 14, 1998 and subsequently amended by a technical amendment on March 30, 2000 (OR 2359, PG 1286);
2. No additional streets or parcels are created;
3. The parcels resulting from the technical amendment are not reduced below the minimum sizes required by applicable regulations;
4. There is no change in the orientation of any parcel adjacent to streets;
5. No streets are vacated; and
6. There will be no impact resulting from the proposed change which would, in the opinion of the Land Use Administrator require a public hearing before the Planning Commission.

An All-American City

T & S of Tallahassee, Inc.
May 4, 2000
Page 2

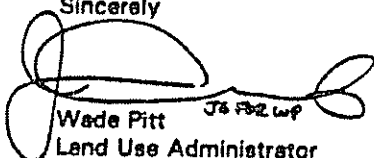
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RECORDED IN
PUBLIC RECORDS LEON COUNTY FL
BOOK: R2371 PAGE: 00973
MAY 08 2000 02:23 PM
DAVE LANG, CLERK OF COURTS



BK: R2371 PG: 00973

PLEASE NOTE this approval is not final until it is recorded in the Office of the Clerk of the Circuit Court of Leon County, Florida. This approval is not final until it is recorded and documentation is provided to this office. Should you need additional information or clarification, please contact this office.

Sincerely



Wade Pitt
Land Use Administrator
Growth Management Department

xx: Glenn Berman, City Growth Management Department
Danny Brown, City Growth Management Department
John Beaupre, Leon County Property Appraiser's Office
Bertie Anglin, City Public Works

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this 5 day of May, 2000 by Jorge Gonzalez, Development Coordinator, Growth Management Department of the City of Tallahassee, who is personally known to me and who did take an oath.

Print: Lynna B. Sands

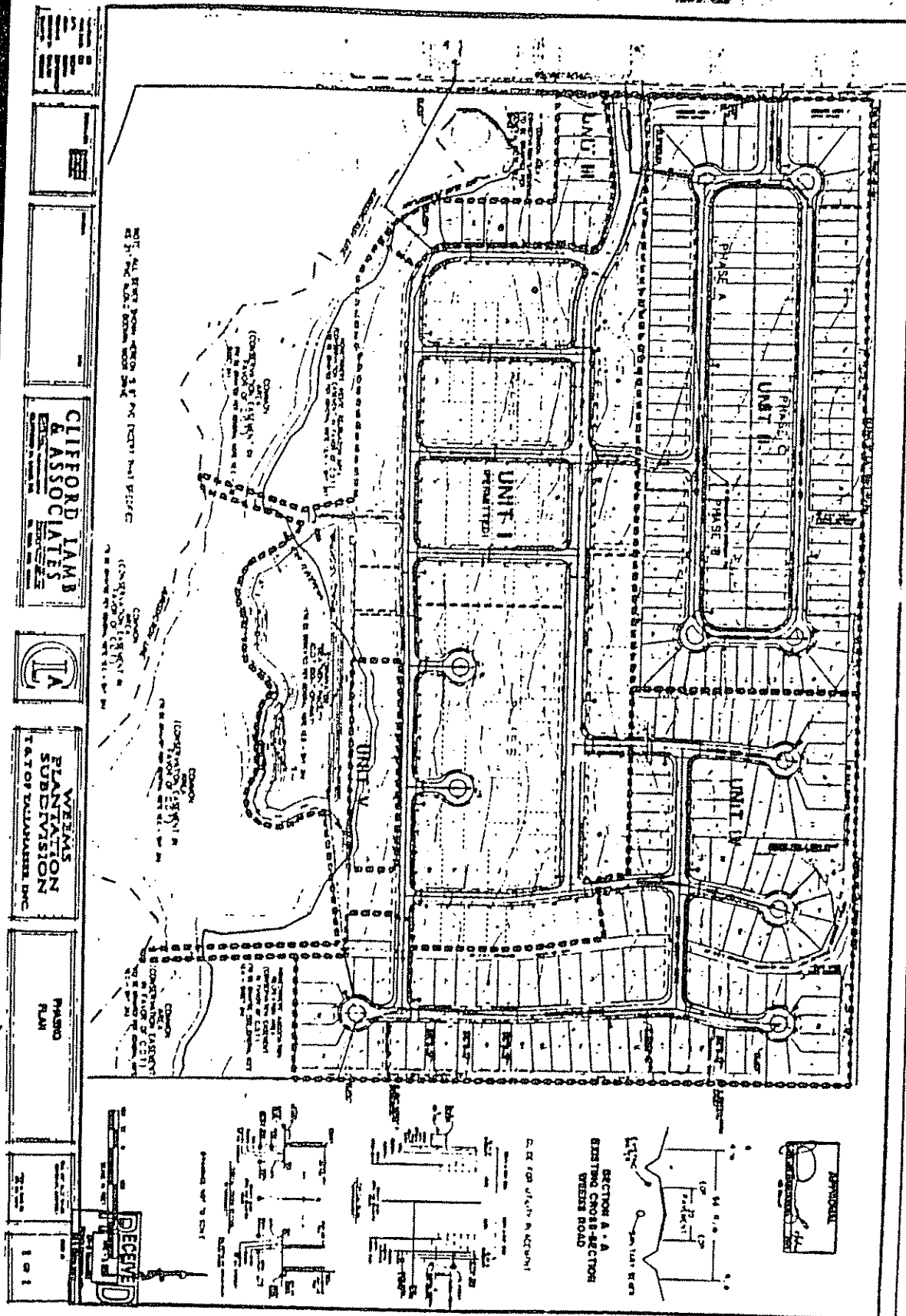
Sign: Lynna B. Sands

Witness: Michael R. Pearce, Michael R. Pearce

Witness: Glenn Berman, Glenn Berman

RECORDED IN
PUBLIC RECORDS LEON CITY FL
BOOK: 2271 PAGE: 00774
MAY 08 2008 02:23 PM
CLERK OF COURTS

BK: R2371 PG: 88974



CLIFFORD LAMB & ASSOCIATES [F] WEEMS PLANTATION SUBDIVISION