

#114.00

RETURN TO:  
PAULA CASEY  
RUDNICK & WOLFE  
101 E. KENNEDY BOULEVARD  
SUITE 2000  
TAMPA, FLORIDA 33602

Prepared by:  
Elaine N. Dugger, Esq.  
1300 Thomaswood Drive  
Tallahassee, FL 32312  
(904) 385-0070

DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OR14480258

OF

CENTRE POINTE

THIS INDENTURE is made and entered into this 2nd day of August, 1990, by and between ANNE GAMBLE RUNDLE and JOHN

GILES WALKER, as Co-Personal Representatives of the Estate of HOWARD GRATTAN GAMBLE, Deceased; and THE BARNETT BANKS TRUST COMPANY, N.A.; W. FREDERICK THOMSON; and TIMOTHY GAMBLE, as the duly appointed and acting Personal Representatives of the Estate of JOHN G. GAMBLE, Deceased, and also as the duly appointed and serving successor Co-Trustees of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985 (hereinafter referred to throughout as "Declarant").

W I T N E S S E T H

Declarant owns a parcel of property consisting of 96.28 acres more or less, located in Tallahassee, Leon County, Florida, and more particularly described in EXHIBIT "A" attached. Declarant anticipates that large parcels of the property will be purchased by individual developers who will further subdivide and develop their parcels or tracts in accordance with the allowable zoning and the Development Order for this property. The purpose of these Restrictions is to assure the uniform and orderly development of the entire 96.28 acres which will be known as CENTRE POINTE.

NOW, THEREFORE, Declarant hereby declares that all of the property described in EXHIBIT "A" shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions,

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY  
FLORIDA  
AUG 3 2 45 PM '90  
FALL 7 NOTARIAL  
CLERK OF CIRCUIT COURT

1018419

which shall run with the land and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to CENTRE POINTE Property Owners Association, Inc., (a Florida not-for-profit corporation which Declarant has formed or will cause to be formed) its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Tract which is a part of the Properties.

Section 3: "Properties" or "Property" shall mean and refer to that certain real property described in EXHIBIT "A" whose Owners shall be members of the Association.

Section 4: "Common Area" shall mean real property (including the improvements thereto) owned by the Association, for the common use and enjoyment of the Owners.

Section 5: Unless otherwise specifically provided herein, "Tract" shall mean and refer to each of the respective parcels of land located within the "Property" sold by Declarant to any Owner. If any of the original Tracts sold by Declarant are subdivided in accordance with authorization hereinafter provided, each parcel resulting from the subdivision shall constitute a "Lot."



Section 6: "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including platforms, porches, eaves, canopies, walls and screens.

Section 7: "Committee" shall mean and refer to the Development and Architectural Control Review Committee whose members are provided for in Article V hereof.

Section 8: "Improvements" shall mean and refer to all structures and installations of any kind on the Property.

Section 9: "Design Criteria" are written guidelines for approval of construction and development within the Property as promulgated from time to time by the Development and Architectural Control Review Committee. The Design Criteria shall also specify how and to whom formal notice to the Committee must be sent.

Section 10: Capital improvements shall include, but not be limited to, lawn service, landscaping and maintenance of all entrance areas, holding ponds and other common areas; and maintenance, repair and replacement of the visual screen(s) and entrance area signs for the development.

Section 11: "Development Order" shall mean the Development Order for Hunter's Pointe approved by the Tallahassee City Commission on August 23, 1989 and certified by the City Treasurer-Clerk on September 7, 1989 and for which a Notice of Adoption of Development Order was recorded on February 8, 1990 in Official Records Book 1417, at page 1862 of the Public Records of Leon County, Florida.

ARTICLE II

DA1448FC0261

PROPERTY RIGHTS

Section 1: Uses Permitted. Use of the property within CENTRE POINTE shall be limited to uses as allowed under the zoning classification of the Property as established by the Tallahassee-Leon County Zoning Code as now in effect or hereafter amended and the Development Order for this property.

Section 2: Owner's Easements of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Tract. The Owner's rights and easements conferred hereunder shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by the Owners of one-half (1/2) of the Property subject to these restrictions, has been recorded in the Public Records of Leon County, Florida.

Section 3: Rules and Regulations. The Board of Directors of the Association may adopt rules and regulations governing the use and maintenance of the Common Area which shall be binding on all members of the Association, their tenants and contract purchasers.

## MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot or Tract within CENTRE POINTE shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Tract which is subject to assessment. Each Owner shall be entitled to one vote for each acre owned and fraction thereof; or a fractional vote for each lot containing less than 1 acre. By way of example: If an Owner holds title to 5.4 acres, then the Owner shall be entitled to 5 and 4/10th votes on Association matters; if an Owner holds title to .2 acres, then the Owner shall be entitled to 2/10th votes on Association matters. When more than one person holds an interest in any acreage, all such persons shall be members. The votes for each acre or partial acre, however, shall be exercised as all such persons determine, but in no event shall more votes be cast than as are apportioned herein. Provided, however, that in the event any of the properties subject to this Declaration are submitted to the Condominium form of ownership as provided in Chapter 718, Florida Statutes, then for purposes of voting rights and membership in the Centre Pointe Property Owners Association, Inc. as provided herein, the Condominium Association for each condominium development shall be deemed the "owner" of the condominium property and shall be entitled to voting rights in Centre Pointe Property Owners Association, Inc. based on the number of acres submitted to the condominium form of ownership and shall be responsible for payment of assessments as hereinafter provided



based on the number of acres submitted to the condominium forum of ownership.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for the entire Property, hereby covenants and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges payable either monthly, quarterly or yearly as determined by the Board of Directors of the Association, (2) special assessments for Capital Improvements and, when applicable, as provided for below, (3) stormwater control facility maintenance assessments. Such assessments shall be established and collected as hereinafter provided. All assessments of whatever kind, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors. The lien for the assessment, however, shall remain as an encumbrance until paid even though the property is sold.

Section 2: General Purpose of All Assessments. The assessments levied by the Association shall be used to promote the health, safety, and welfare of the Owners and for the maintenance in a first class condition of the Common Area owned or maintained

by the Association. The purpose of the regular general assessment shall include, but not limited to, the maintenance of entrance area signs identifying Centre Pointe, landscaping of all entrance areas, visual screens, and such other purposes as are deemed proper by the Board of Directors to preserve, protect and enhance the Common Areas. The purpose of the stormwater management assessment shall be to provide the maintenance and capital improvements of the stormwater management facility. The stormwater control facility maintenance assessments shall be maintained in an account separate from other assessment accounts exclusively for that purpose only, and shall be assessed against only those Tracts and Lots utilizing such stormwater management facilities. The Association may also purchase such property insurance, liability insurance and indemnification insurance as the Board of Directors of the Association deems necessary or desirable.

Section 3: Maximum Regular Assessments. No assessments shall be levied until January 1, 1991. After January 1, 1991, the initial annual regular assessment, not including the stormwater maintenance assessments, shall be \$85.00 per acre for the total gross acreage owned by each Owner, which assessment shall be prorated as to any partial acres owned by any Owner. By way of example and not limitation, if the annual assessment remains at \$85.00 per acre and an Owner holds title to 10.2 gross acres, his annual assessment would be \$867.00. From and after January 1, 1991, the regular assessment may be increased by the Board of Directors of the Association without a vote of the membership,

provided, however, that all increases in annual assessments shall not exceed a 10% increase over the previous year's assessment.

Section 4: Special Assessments for Capital Improvements Other Than Stormwater Management Facilities. In addition to the regular assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of repair or replacement of a Capital Improvement upon the Common Area, including fixtures and personal property related thereto, provided that any special assessment must be approved by two-thirds (2/3) vote of the Association at a meeting duly called for such purpose except that one hundred percent (100%) vote of the Association shall be required until three (3) or more tracts are sold.

Section 5: Additional Assessment for Stormwater Control Facilities: The cost of maintenance and Capital Improvements of the stormwater control facilities owned or maintained by the Association shall be paid for by an additional assessment to the owners utilizing such facilities. Each owner utilizing the stormwater facilities, by acceptance of his deed, agrees to pay such annual or special assessments as may be set from time to time by the Association. Assessments, both annual and special, shall be based on the actual acreage draining into the stormwater control facility which assessment shall be prorated as to any partial acres that drain into the stormwater control facility. For example, if the annual stormwater dues are set at One Hundred Dollars and No



Cents (\$100.00) per acre and an owner owns ten (10) acres of which 5.2 acres are served by the stormwater facilities, then the owner shall pay an annual stormwater control facility assessment of Five Hundred Twenty Dollars and No Cents (\$520.00). The actual acreage utilizing the Association's stormwater control facilities shall be determined by an engineer employed by the Association. These assessments shall not be levied until such time as the Board, in its sole discretion, authorizes such assessments. The amount of these initial annual assessment shall be determined by vote of those members of the Association who will be utilizing the facility. Special assessments and increases in annual assessments shall be made utilizing the same procedures specified above for regular and special assessments. Only members paying stormwater maintenance assessments shall be entitled to vote on any matters involving such facilities, including but not limited to, such assessments.

Section 6: Notice and Quorum for any Action Authorized Under Section 3, 4 and 5. Written notice of any meeting of the members of the Association called for the purpose of taking any action authorized under Section 3, 4 and 5 of this Article shall be sent to all members not less than five (5) days nor more than thirty (30) days prior to such meeting. At such meeting, the presence of the members having votes either personally or by proxy entitled to cast a majority of all the votes of the membership of the Association shall constitute a quorum.

Section 7: Rate of Assessment. Both regular and special assessments on each Lot or Tract shall be determined by the total acreage of the property owned by each Owner multiplied by the acreage assessment set by the Board from time to time. Stormwater maintenance assessments shall be determined by actual number of acres utilizing the stormwater maintenance facility.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association. Any regular, special or stormwater maintenance assessment shall become a lien against the property for which the assessment is made as of the date the assessment is due and payable. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Tract or Lot. No Owner may waive or otherwise preclude liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot or Tract. In any action brought to collect any assessment, the Owner shall pay all costs of collection including attorneys' fees.

Section 9: Subordination of the Lien to Mortgages. The lien for any type of assessments provided for in this Declaration shall be subordinate to the lien of any bona fide mortgage. The sale or transfer of any Lot or Tract pursuant to mortgage foreclosure or any bona fide conveyance to a mortgagee in satisfaction of a

mortgage shall extinguish the lien of such assessments as to assessments which became due prior to such foreclosure sale or transfer, but shall not extinguish the personal obligation of the Owner as provided in Section 8 of this Article IV. No such foreclosure sale or transfer shall preclude such Lot or Tract and its Owner from the lien and liability for any assessments thereafter becoming due.

Section 10: Public Property. All Common Areas and properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE V

DEVELOPMENT AND ARCHITECTURAL CONTROL

The Declarant, in the interest of protecting the value and aesthetic integrity of CENTRE POINTE and the Property located therein, hereby declares that the design and construction of any and all improvements of and to all Lots or Tracts within the Property shall be undertaken only in accordance with the standards of design and construction from time to time promulgated by the Development Review and Architectural Control Committee.

Section 1: Development Review and Architectural Control Committee. No building, structure or other improvement shall be erected, placed, altered or maintained or permitted to remain on any of the Property or any Lot or Tract unless drawings and specifications, signed by the Owner of the site, or his authorized representative, have been submitted for written approval to the Development Review and Architectural Control Committee (the



"Committee" herein), initially composed of: FRED THOMSON, HENREE MARTIN and ELLIOTT VARNUM. If a Lot or Tract is to be developed in phases, no approval need be obtained for subsequent phases if the outside appearance and landscaping is in substantial conformity with the initially approved phase. Approval shall be granted upon the affirmative vote of a majority of the members of the Committee.

Section 2: Successor Members. The initial members of the Development and Architectural Control Committee shall serve until December 1, 1991, at which time their terms shall expire. The successor committee shall be composed of the President of the Association, a representative designated by the Declarant, and a member-at-large elected by the members of the Association. Each Committee member shall begin his or her term on December 1st of even years and end on November 30th of odd years. A record of membership shall be maintained at the principal office of this Association. The members of the Committee may by unanimous vote delegate the power, authority or discretion to act on behalf of the Committee. Any such delegation of authority shall be revocable by the Committee. At such time as the Declarant no longer desires to exercise the right to appoint committee members, then the Declarant shall delegate its right to appoint one member to the Board of Directors of the Association.

Section 3: Required Drawings and Submittals. The development of any Tract and the construction of any building and other improvements on any Lot shall be done in accordance with Design Criteria promulgated from time to time by the Committee.

Prior to the commencement of any construction or development upon any Lot or Tract, one (1) full set of final development or construction documents, including plans and specifications in a form requested by the Committee shall be submitted to the Committee for its review.

Section 4: Design Criteria. The Design Criteria for the Property shall be established from time to time by the Committee. A copy of the Design Criteria as approved by the Committee may be obtained from the Committee.

Section 5: Approval. Upon submittal of the completed set of final plans and specifications, the Applicant may notify the Committee in writing that the Applicant requests a decision by the Committee within 20 days of the written notice. If the Committee fails to take action within the twenty (20) day period, the Applicant shall notify the Committee in writing of its failure to take action. If the Committee fails to take action within 10 days after the second written notice, then approval of the plans and specifications shall be presumed. All notices called for herein shall be in writing and shall be sent to the Committee in the manner and to the location specified from time to time by the Committee in the Design Criteria.

Section 6: Liability. Neither the Committee, the Association nor the designated representative of the Committee, if any, shall be liable in damages to anyone submitting plans for approval, or to any Owner or occupant of land affected by this Declaration, for any reason including, but not limited to, mistakes in judgment,

negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and submittals.

Section 7: Indemnification. The Committee, with the approval of the Board of Directors; may purchase and receive insurance indemnifying them against any claim arising out of their duties as provided herein.

Section 8: Change Orders. Any change or revision to approved plans and specifications that materially alters the exterior appearance of any approved improvement, including, but not limited to, material changes in parking, landscaping, or on-site signage, must be submitted to the Committee for prior approval. Committee approval of requested change orders shall be presumed unless the Committee objects within 10 days after receipt of a written request for approval of a change order. Change orders pertaining solely to building interiors need not be submitted.

Section 9: Reconstruction: No Committee approval need be obtained for reconstruction after an improvement has been destroyed or damaged by fire, wind or other casualty so long as the reconstruction substantially conforms in outside appearance to the original plans approved by the Committee.

#### ARTICLE VI

##### LANDSCAPING

Section 1: Required Landscaping. Every lot on which a building is constructed shall be landscaped by the Owner upon occupancy or substantial completion of the building, whichever



first occurs, in accordance with landscaping plans complying with the provision of this Declaration under Article V. Before commencement of landscaping, all landscaping plans shall be submitted to the Committee for prior approval pursuant to Article V.

Section 2: Landscaping within the Common Areas. All landscaping within the Common Areas shall be maintained by the Association. The Association shall maintain landscaping within public easements or rights of way, including but not limited to, storm water detention/retention facilities, to the extent not adequately maintained by the public authority.

Section 3: Landscaping on Individual Lots or Parcels. All landscaping installed by Owners on Lots shall be maintained by the Lot Owner.

ARTICLE VII  
MAINTENANCE

Section 1: Exterior Maintenance: In the event any Owner fails to maintain the exterior of his property, including but not limited to, the landscaping and painting of the exterior of the premises in a manner consistent with the standards of the development, as reasonably determined from time to time by the Board of Directors of the Association, then the Association may deliver written Notice to the Owner of the specific deficiencies and that the Owner has 10 days to correct such deficiencies. The notice to the owner may be by posting notice on the lot or by Certified Mail. If the Owner fails to correct such deficiencies

within 10 days of the date of the Notice, the Association may undertake to do so at the expense of the Owner. In the event the Owner disputes or objects to the Notice, the Owner shall deliver written Notice of his objection to the Association within seven (7) days of delivery or posting of the Notice, as is applicable. Failure to deliver such Notice shall be deemed a waiver of any dispute or objection. Within three (3) days of receipt of a Notice of Objection, the Association shall appoint one person as an arbitrator and notify the Owner of such appointment. Upon receipt of the Notice of Appointment, the Owner shall have three (3) days to notify the Association of his appointment of one person as an arbitrator. Failure to make timely appointment shall be deemed a waiver of objection. These appointees shall jointly appoint a third arbitrator. These three (3) people shall act as an arbitration panel which shall give Notice to all parties and shall meet and hear the dispute on an expedited basis. This arbitration panel shall promptly render its decision, which decision shall be binding on and enforceable against all parties and the losing party shall pay all costs. In the event the Association elects to take action to maintain or repair an Owner's property, the cost of the maintenance or repair shall be deemed to be an assessment for which the Lot and the Owner of the Lot is liable. The assessment for maintenance and repair shall be made against the Lot and the Owner in the same manner as assessments under Article IV and may be collected as provided for in Article IV Section 7.

Section 2: Maintenance of the Stormwater Control Facilities.

It shall be the responsibility of the Association to maintain the Stormwater Control Facilities located in the Common Areas serving the Tracts within the properties, together with and including any filtration systems relating thereto. The Association may at its discretion, convey ownership of all stormwater drainage facilities and filtration systems, together with easements appurtenant thereto to any governmental entity.

ARTICLE VIII  
RESUBDIVISION

The Declarant may divide or subdivide any Tract or part of the Property, but no Owner may thereafter divide or subdivide any Tract or Lot unless and until a plan for such subdivision shall have been submitted to and approved by the Committee, which approval may be granted or denied in the discretion of the Committee and shall be subject to the Development Order for this property. This provision shall not apply to conversion of apartments to condominiums, nor shall it apply if a Lot or Tract is approved for development in phases and such phases are subsequently sold to different Owners.

ARTICLE IX  
UTILITIES

All exterior electrical, telephone conduits, wiring and connections and other utilities shall be located underground, unless otherwise approved by the Committee.



ARTICLE X

NUISANCES

No noxious or offensive activity shall be carried on on the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners or any of them.

ARTICLE XI

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be placed on the Property at any time for residential or business purposes, either temporarily or permanently. This shall not, however, preclude use during construction of a building as a temporary storage shed or construction office to be used only during construction.

ARTICLE XII

RADIO, TELEVISION AND SATELLITE ANTENNAS

No exterior radio, television or satellite antenna may be installed on any portion of the Property without prior written consent of the Committee, which consent may be granted or denied in the sole and absolute discretion of the Committee.

ARTICLE XII

GARBAGE AND REFUSE DISPOSAL

Section 1: Disposal of Refuse. No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not

be kept except in sanitary containers, enclosed as hereinafter provided, in such a manner and in such locations as are acceptable to the Committee.

Section 2: Enclosures. Trash and garbage receptacles shall be located in an appropriate site and shall be screened from view with an enclosure consistent with the construction of the building, and durable enough to withstand periodic servicing of the container. The exterior of this enclosure shall be landscaped.

Section 3: Maintenance. The equipment used for storage of trash and garbage shall be kept in a clean and sanitary condition.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1: Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, (except as expressly precluded by the Declaration) all restrictions and covenants created or imposed by the provisions of this Declaration. Failure to enforce any of the provisions herein contained shall not be deemed a waiver of the right to do so thereafter. The Committee, or the Board of Directors of the Association may grant written variances for minor deviations from the requirements of this Declaration to the Declarant, any Owner, or their successors and assigns. Such variances shall be binding on all Owners.

Section 2: Severability. Invalidation of any provisions of this instrument by judgment or court order shall not invalidate any other provisions, which shall remain in full force and effect.

Section 3: Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property and Lots for a term of twenty (20) years from the date this Declaration is recorded in the Public Records of Leon County, Florida, and shall be automatically extended for three (3) successive periods of five (5) years each unless two-thirds (2/3) of the then Lot owners elect not to have the covenants and restrictions automatically extended. Provided, however, that during the period from the date of recordation of this Declaration to and including March 1, 1994, this Declaration may only be amended or terminated by an instrument signed by the Declarant and not less than one half (1/2) of the votes entitled to be cast by members of the Association other than the Declarant; provided, however, that no amendment may create any easement over, across or under any Lot without the written consent of the Owner and any first mortgagee of such Lot. After March 1, 1994, this Declaration may be terminated or amended by two-thirds (2/3) of the votes entitled to be cast by the members of the Association. Termination or amendment hereof shall be effective only when a duly executed resolution signed by the President and the Secretary of the Association attesting to the action taken by the Association thereof has been recorded in the Public Records of Leon County, Florida.

Section 4: Indemnification of Board of Directors: The Directors of the Association shall be authorized to obtain insurance sufficient to provide adequate indemnification coverage



for any claims against the Board members jointly or severally,  
arising out of their duties, acts and omissions as Board members.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
ANNE GAMBLE RUNDLE  
JOHN GILES WALKER

STATE OF FLORIDA,  
COUNTY OF LAKE

The foregoing was acknowledged before me by ANNE GAMBLE RUNDLE  
as Co-Personal Representative of the Estate of HOWARD GRATTAN  
GAMBLE, Deceased, on this 2 day of July, 1990.  
August

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 4, 1992  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA,  
COUNTY OF Collier

The foregoing was acknowledged before me by JOHN GILES WALKER  
as Co-Personal Representative of the Estate of HOWARD GRATTAN  
GAMBLE, Deceased, on this 2 day of July, 1990.  
August

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 21, 1992  
BONDED THRU AGENT'S NO. 178 0000000000

WITNESSES:

James O. Shaffer  
Elaine N. Aggar  
James O. Shaffer  
Elaine N. Aggar  
James O. Shaffer  
Elaine N. Aggar

THE BARNETT BANKS TRUST  
 COMPANY, N.A.

By: Robert J. Suter  
 Its: Vice President

W. Frederick Thomson  
 W. FREDERICK THOMSON

Timothy Gamble  
 TIMOTHY GAMBLE

STATE OF FLORIDA,  
 COUNTY OF LEON.

The foregoing was acknowledged before me by ROBERT J. SUTER as Vice-President of BARNETT BANKS TRUST COMPANY, N.A., a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985, on this 1st day of August, 1990.

Carol M. Hunt  
 NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
 My Commission Expires July 28, 1994  
 Bonded Three Thousand Dollars - Insurance Inc.

STATE OF FLORIDA,  
 COUNTY OF LEON.

The foregoing was acknowledged before me by W. FREDERICK THOMSON, a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985, on this 1st day of August, 1990.

Carol M. Hunt  
 NOTARY PUBLIC

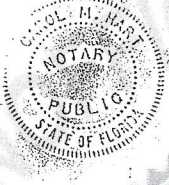
My Commission Expires:

Notary Public, State of Florida  
 My Commission Expires July 28, 1994  
 Bonded Three Thousand Dollars - Insurance Inc.

00144800280

STATE OF FLORIDA,  
COUNTY OF LEON.

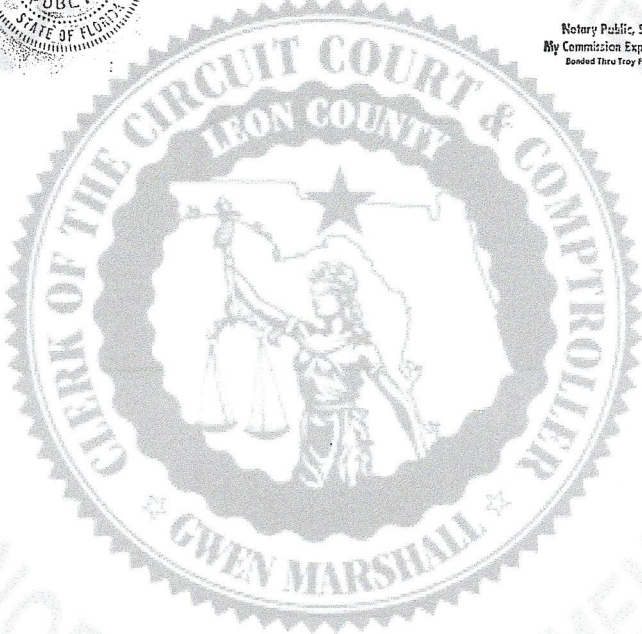
The foregoing was acknowledged before me by TIMOTHY GAMBLE,  
a duly appointed and acting Personal Representative of the Estate  
of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving  
successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust  
dated June 3, 1985, on this 1<sup>st</sup> day of ~~July~~<sup>August</sup>, 1990.



*Carol M. Hart*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 28, 1994  
Bonded Thru Traylein Insurance Inc.





Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 16 minutes 31 seconds West 1320.57 feet along the Eastern boundary of Melody Hills, Unit 4, as recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, and a prolongation thereof to a concrete monument, thence North 89 degrees 33 minutes 37 seconds West 53.87 feet to a concrete monument; thence North 00 degrees 17 minutes 16 seconds West 735.16 feet to a concrete monument on the Southern right-of-way boundary of State Road 151 (Centerville Road) as recorded in Road Plat Book 2, Page 20 of the Public Records of Leon County, Florida, and run thence North 60 degrees 20 minutes 14 seconds East 69.66 feet to a concrete monument; thence leaving said right-of-way run South 00 degrees 17 minutes 24 seconds East 482.80 feet to a concrete monument; thence North 60 degrees 14 minutes 15 seconds East 1100.48 feet to an iron pin. Said pin being located on the Western right-of-way boundary of State Road No. 261 (Capital Circle-Northeast), said pin being located also on a curve concave to the Northwest; thence southeasterly along said right-of-way and curve with a radius of 2914.93 feet through a central angle of 22 degrees 46 minutes 11 seconds for an arc distance of 1158.41 feet (chord of said arc being South 29 degrees 46 minutes 30 seconds East 1150.80 feet) to a concrete monument; thence South 41 degrees 06 minutes 39 seconds East 574.06 feet to a concrete monument; thence leaving said Western right-of-way South 55 degrees 05 minutes 06 seconds West 660.00 feet; thence South 38 degrees 39 minutes 46 seconds East 700.00 feet to a concrete monument; thence South 21 degrees 50 minutes 51 seconds East 744.89 feet to an iron pin located on the Northern right-of-way of County Road No. 146 (Miccosukee Road); thence South 56 degrees 05 minutes 46 seconds West 821.48 feet to a point of intersection with said Northern right-of-way and the Northerly right-of-way of Sandcastle Drive as recorded in Official Records Book 1015, Page 690 of the Public Records of Leon County, Florida; thence along said right-of-way of Sandcastle Drive as follows: South 65 degrees 11 minutes 15 seconds West 164.39 feet; thence North 49 degrees 10 minutes 31 seconds West 269.96 feet to a point of curve to the right with a radius of 380.00 feet through a central angle of 04 degrees 01 minutes 58 seconds for an arc distance of 26.75

1135189

RECORDED BY THE PUBLIC

DP1564P0017

MAY 22 2 25 PM '92

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
CENTRE POINTE

CLERK OF THE CIRCUIT COURT

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of Centre Pointe dated August 2, 1990, and recorded in Official Records Book 1448 at Page 258 of the Public Records of Leon County, Florida, is made and entered into this 21st day of April, 1992, by and between ANNE GAMBLE RUNDLE and JOHN GILES WALKER, as Co-Personal Representatives of the Estate of HOWARD GRATTAN GAMBLE, Deceased; and THE BARNETT BANKS TRUST COMPANY, N.A.; W. FREDERICK THOMSON; and TIMOTHY GAMBLE, as the duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also the duly appointed and serving successor Co-Trustees of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985 (hereinafter referred to throughout as "Declarant").

W I T N E S S E T H :

The purpose of this Amendment is to modify and clarify Article V of the original Declaration of Covenants, Conditions, Restrictions and Easements with regard to the property described in Exhibit "A" attached hereto and incorporated herein by reference so as to assure the uniform and orderly development of the remaining 74.28 acres of land still owned by Declarant, located in Leon County, Florida, known as Centre Pointe. This Amendment



shall not effect the 22 acres of land previously owned by Declarant and subject to the original Declaration, Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE,

I. Declarant hereby modifies and amends ARTICLE V, of the Declaration of Covenants, Conditions, Restrictions and Easements as follows:

# ARTICLE V

## DEVELOPMENT AND ARCHITECTURAL CONTROL

The Declarant, in the interest of protecting the value and aesthetic integrity of CENTRE POINTE and the Property located therein, hereby declares that the design, construction and use of any and all improvements of and to all Lots or Tracts within the Property shall be undertaken only in accordance with the standards of design, construction and use from time to time promulgated by the Development Review Committee and the Architectural Control Committee.

Section 1a.: Architectural Control Committee. No building, structure, or other improvement shall be erected, placed, altered or maintained or permitted to remain on any of the Property or any Lot or Tract unless drawings and specifications, signed by the Owner of the site, or his authorized representative, have been submitted for written approval to the Development Review and Architectural Control Committee (the "Committee" herein), initially composed of: HUEL WHEELER, WILL WALKER and TIM GAMBLE. If a Lot or Tract is to be developed in phases, no approval need be obtained for subsequent phases if the outside appearance and landscaping is in substantial conformity with the initially approved phase. Approval shall



be granted upon the affirmative vote of a majority of the members of the Committee.

Section 1b.: Successor Members. The initial members of the Architectural Control Committee shall serve until December 1, 1991, at which time their terms shall expire. The successor committee shall be composed of the President of the Association, a representative designated by the Declarant, and a member-at-large elected by the members of the Association. Each Committee member shall begin his or her term on December 1st of even years and end on November 30th of odd years. A record of membership shall be maintained at the principal office of this Association. The members of the Committee may by unanimous vote delegate the power, authority or discretion to act on behalf of the Committee. Any such delegation of authority shall be revocable by the Committee. At such time as the Declarant no longer desires to exercise the right to appoint committee members, then the Declarant shall delegate its right to appoint one member to the Board of Directors of the Association.

Section 1c.: Required Drawings and Submittals. The development of any Tract and the construction of any building and other improvements on any Lot shall be done in accordance with Design Criteria promulgated from time to time by the Committee. Prior to the commencement of any construction or development upon any Lot or Tract, one (1) full set of final development or construction documents, including plans and specifications in a form requested by the Committee shall be submitted to the Committee for its review.

Section 1d.: Design Criteria. The Design Criteria for the Property shall be established from time to time by the Committee. A copy of the Design Criteria as approved by the Committee may be obtained from the Committee.

Section 1e.: Approval. Upon submittal of the completed set of final plans and specifications, the Applicant may notify the



Committee in writing that the Applicant requests a decision by the Committee within twenty (20) days of the written notice. If the Committee fails to take action within the twenty (20) day period, the Applicant shall notify the Committee in writing of its failure to take action. If the Committee fails to take action within ten (10) days after the second written notice, then approval of the plans and specifications shall be presumed. All notices called for herein shall be in writing and shall be sent to the Committee in the manner and to the location specified from time to time by the Committee in the Design Criteria.

Section 2a: Development Committee. No change in use or square footage of any improvement from that which was initially approved and set forth in the CENTRE POINTE Land Sales Contract for the acquisition and purchase of the property from the developer, which shall cause the number of p.m. exiting traffic trips as defined by ITE Trip Manual Edition No. 4, to increase, shall be erected, placed, altered, maintained or permitted to remain on any of the Property unless the Owner has obtained written approval from the Development Committee. In the event of a change of use or square footage which effects the p.m. exiting traffic trips, the Owner of the site or its authorized representative, must submit an application to the Committee setting forth the authorized number of p.m. exiting trips for the site as it currently exists, and the proposed increase in the p.m. peak exiting trips, plus such other information as may be requested by the Committee. The initial Committee shall be composed of FRED THOMSON, HUEL WHEELER and BOB SUTER. If a Lot or Tract is to be developed in phases, no approval need be obtained for subsequent phases if the p.m. peak exiting traffic trips are not increased over that approved for such phase. Approval shall be in the sole discretion of the Development Committee and shall be granted upon the affirmative vote of a majority of the members of the Development Committee.



Section 2b.: Successor Members. The initial members of the Development Committee shall serve until December 31, 1992, at which time their terms shall expire. So long as the Property subject to these Declarations of Covenants, Conditions, Restrictions and Easements is subject to a development order, the Declarant shall have the sole and exclusive right to appoint members to the Development Committee, which members shall serve at the pleasure of the Declarant. Each Committee members term shall begin January 1. A record of the membership of the Development Committee shall be maintained at the principal office of the Association. Members of the Development Committee may by unanimous vote delegate the power, authority or discretion to act on behalf of the Committee. Any such delegation of authority shall be revokable by the Committee. At such time as the Declarant no longer desires to exercise the exclusive right to appoint Committee members, then the Declarant shall delegate its rights to appoint the Committee members to the Board of Directors of the Association.

Section 2c.: Required Drawings and Submittals. Prior to any change of use of any particular site, the Owner shall submit a complete application to the Committee as provided in Section 1, herein.

Section 2d.: Approval. Upon submittal of a complete application for change of use, the Applicant may notify the Committee in writing that the Applicant requests a decision by the Committee within twenty (20) days of the written notice. If the Committee fails to take action within the twenty (20) day period, the Applicant shall notify the Committee in writing of its failure to take action. If the Committee fails to take action within ten (10) days after the second written notice, then approval of the application for change of use shall be presumed. All notices called for herein shall be in writing and shall be sent to the Committee in the manner and to the



location specified from time to time by the Committee which information shall be filed with the Association.

Section 2e.: Liability. Neither the Committee, the Association nor the designated representative of the Committee, if any, shall be liable in damages to anyone submitting plans for approval, or to any Owner or occupant of land affected by this Declaration, for any reason including, but not limited to, mistakes in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such applications and submittals.

Section 2f.: Indemnification. The Committee, with the approval of the Board of Directors, may purchase and receive insurance indemnifying them against any claim arising out of their duties as provided herein.

Section 2g.: Change Orders. Any change or revision to approved plans and specifications which causes an increase in the number of p.m. exiting traffic trips as defined by the ITE Trip Manual Edition No. 4, or changes the use of the Property, including, but not limited to changes in square footage, must be submitted to the Development Committee for prior approval. Committee approval of a requested change order shall be presumed unless the Committee objects within ten (10) days after receipt of a written request for approval of a change order.

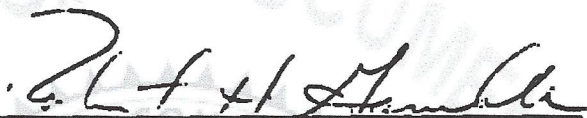
Section 2h.: Reconstruction. No Committee approval need be obtained for reconstruction after an improvement has been destroyed or damaged by fire, wind or other causality so long as the reconstruction substantially conforms in outside appearance to the original plans approved by the Committee and the p.m. peak exiting traffic trips for such improvement are not increased from the preexisting number of such traffic trips.

II. ARTICLE VI, of the Declaration of Covenants, Conditions, Restrictions and Easements is modified and amended by adding a new Section 4, as follows:

Section 4: Location of Fence within Natural Buffer Area. Neither an Owner, nor the Association shall be permitted to install or maintain any type of fence within the natural buffer area of the Property (such buffer area is as reflected in the Development Order for CENTRE POINTE), unless such fence is first approved by the Architectural Control Committee, and there is a specific finding by the Architectural Control Committee that: (a) Such fence is necessary to protect the health, safety or welfare of owners of property in CENTRE POINTE, their guests, invitees or licensees, or the general public; or (b) The Architectural Control Committee determines that such fence is necessary to limit liability arising out of an attractive nuisance or dangerous condition on the Property.

EXECUTED the day and year first above written.

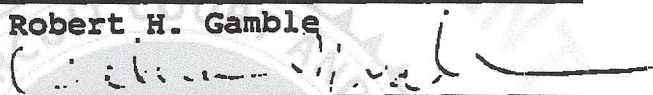
WITNESSES:



Robert H. Gamble



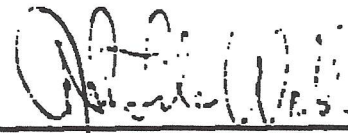
ANNE GAMBLE RUNDLE



William Walker



Robert H. Gamble



JOHN GILES WALKER



William Walker



DP1564PCC24

STATE OF FLORIDA,  
COUNTY OF LAKE.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 1992, by ANNE GAMBLE RUNDLE, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Dorothy M. Pickens  
NOTARY PUBLIC -  
(Type Name) DOROTHY M. PICKENS  
My Commission Expires: 8/18/95

STATE OF FLORIDA,  
COUNTY OF LAKE.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 1992, by John GILES WALKER, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Dorothy M. Pickens  
NOTARY PUBLIC -  
(Type Name) DOROTHY M. PICKENS  
My Commission Expires:

Notary Public, State of Florida

My Commission Expires Aug. 12, 1995

Bonded thru Troy Penn - Insurance Inc.

THE BARNETT BANKS TRUST  
COMPANY, N.A.

WITNESSES:

Giulie F. Rowan  
Giulie F. Rowan

Nancy L. Forster  
Nancy L. Forster

Giulie F. Rowan  
Giulie F. Rowan

Nancy L. Forster  
Nancy L. Forster

By: Robert J. Smith  
Its: Vice President

W. Frederick Thomson  
W. FREDERICK THOMSON



DP1564P:CC25

Giulie F. Rowan  
GIULIE F. ROWAN  
Nancy L. Forster  
NANCY L. FORSTER

Timothy Gamble  
TIMOTHY GAMBLE

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 21st day of April, 1992, by Robert S. Suter of BARNETT BANKS TRUST COMPANY, N.A., on behalf of BARNETT BANKS TRUST COMPANY, N.A., a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985, \_\_\_\_\_ is personally known to me and did take an oath.

Giulie F. Rowan  
NOTARY PUBLIC - GIULIE F. ROWAN  
(Type Name)  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 29, 1995  
Bonded Thru Troy Farn - Insurance Inc.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 21st day of April, 1992, by W. FREDERICK THOMSON, a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985. W. FREDERICK THOMSON is personally known to me and did take an oath.

Giulie F. Rowan  
NOTARY PUBLIC - GIULIE F. ROWAN  
(Type Name)  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 29, 1995  
Bonded Thru Troy Farn - Insurance Inc.

STATE OF FLORIDA,  
COUNTY OF LEON.

CF 1564P0026

The foregoing instrument was acknowledged before me this 21st day of April, 1992, by TIMOTHY GAMBLE, a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985. TIMOTHY GAMBLE is personally known to me and did take an oath.



*Giulie F Rowan*

NOTARY PUBLIC - GIULIE F. ROWAN  
(Type Name)

My Commission Expires:

Notary Public, State of Florida

My Commission Expires May 29, 1995

Bonded Thru Troy Fair - Insurance Inc.

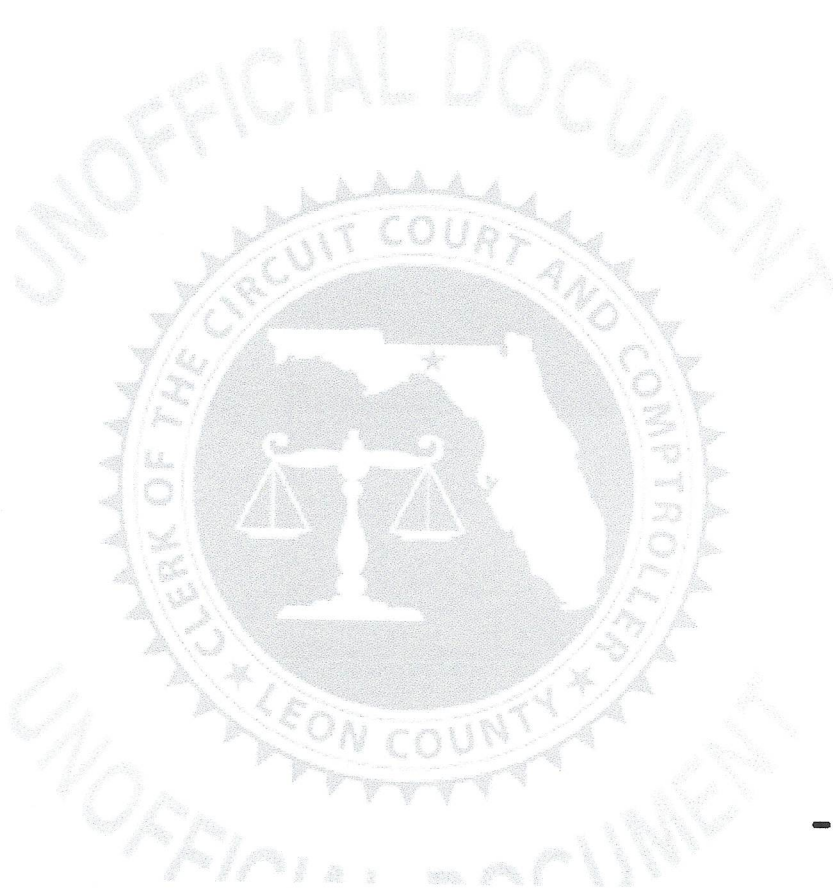




EXHIBIT "A"

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 16 minutes 31 seconds West 1320.57 feet along the Eastern boundary of Melody Hills, Unit 4, as recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, and a prolongation thereof to a concrete monument, thence North 89 degrees 33 minutes 37 seconds West 53.87 feet to a concrete monument; thence North 00 degrees 17 minutes 16 seconds West 735.16 feet to a concrete monument on the Southern right-of-way boundary of State Road 151 (Centerville Road) as recorded in Road Plat Book 2, Page 20 of the Public Records of Leon County, Florida, and run thence North 60 degrees 20 minutes 14 seconds East 69.66 feet to a concrete monument; thence leaving said right-of-way run South 00 degrees 17 minutes 24 seconds East 482.80 feet to a concrete monument; thence North 60 degrees 14 minutes 15 seconds East 1100.48 feet to an iron pin. Said pin being located on the Western right-of-way boundary of State Road No. 261 (Capital Circle-Northeast), said pin being located also on a curve concave to the Northwest; thence Southeasterly along said right-of-way and curve with a radius of 2914.93 feet through a central angle of 22 degrees 46 minutes 11 seconds for an arc distance of 1158.41 feet (chord of said arc being South 29 degrees 46 minutes 30 seconds East 1150.80 feet) to a concrete monument; thence South 41 degrees 06 minutes 39 seconds East 574.06 feet to a concrete monument; thence leaving said Western right-of-way South 55 degrees 05 minutes 06 seconds West 660.00 feet; thence South 38 degrees 39 minutes 46 seconds East 700.00 feet to a concrete monument; thence South 21 degrees 50 minutes 51 seconds East 744.89 feet to an iron pin located on the Northern right-of-way of County Road No. 146 (Miccosukee Road); thence South 56 degrees 05 minutes 46 seconds West 821.48 feet to a point of intersection with said Northern right-of-way and the Northerly right-of-way of Sandcastle Drive as recorded in Official Records Book 1015, Page 690 of the Public Records of Leon County, Florida; thence along said right-of-way of Sandcastle Drive as follows: South 65 degrees 11 minutes 15 seconds West 164.39 feet; thence North 49 degrees 10 minutes 31 seconds West 269.96 feet to a point of curve to the right with a radius of 380.00 feet through a central angle of 04 degrees 01 minutes 58 seconds for an arc distance of 26.75 feet (chord of said arc being North 47 degrees 09 minutes 44 seconds North 26.74 feet); thence leaving said right-of-way of Sandcastle Road North 00 degrees 15 minutes 14 seconds West 137.85 feet to the point of intersection of the South right-of-way of Rickards Road and the Eastern boundary of Sandcastle Subdivision as per map or plat thereof recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida; thence North 00 degrees 14 minutes 25 seconds West 1076.56 feet along said Eastern boundary of said Sandcastle Subdivision; thence North 89 degrees 22 minutes 09 seconds West (Bearing Base) along the Northern boundary of said Sandcastle Subdivision and the Northern boundary of Miccosukee Estates as per map or plat thereof recorded in Plat Book 7, Page 54 of the Public Records of Leon County, Florida, 1016.66 feet to the POINT OF



BEGINNING; containing 91.12 acres, more or less.

DP 1564 P 0028

**ALSO INCLUDING:**

A 5.16 acre (+/-) tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, North of Miccosukee Road and West of Sandcastle Drive.

Begin at a concrete monument marking the Southeast corner of Miccosukee Estates Unit No. 2, recorded in Plat Book 8, Page 16 of the Public Records of Leon County, Florida, and run thence North 89 degrees 55 minutes 57 seconds East (Bearing Base) 377.45 feet to a point on the Southern right-of-way of Sandcastle Drive, said point also being on a curve concave to the Northeast; thence Southeasterly along said curve with a radius of 440.00 feet through a central angle of 04 degrees 20 minutes 19 seconds for an arc distance of 33.32 feet (chord of said arc being South 46 degrees 53 minutes 13 seconds East 33.31 feet); thence South 49 degrees 11 minutes 11 seconds East 250.04 feet; thence South 49 degrees 01 minutes 10 seconds West 106.57 feet; thence South 31 degrees 45 minutes 19 seconds West 41.09 feet to a point on the Northern right-of-way of County Road 146 (Miccosukee Road); thence along said Northern right-of-way South 56 degrees 15 minutes 39 seconds West 584.40 feet; thence leaving said right-of-way North 00 degrees 16 minutes 31 seconds West 615.16 feet to the POINT OF BEGINNING; containing 5.16 acres, more or less.

**TOTAL ACREAGE CONTAINS 96.28 ACRES.**

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

COMMENCING at the Northeast corner of Lot 14, Block "D" of the subdivision entitled Sandcastle, as recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida; thence South 00 degrees 13 minutes 35 seconds East, along the East boundary of said Sandcastle, a distance of 165.49 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 00 degrees 13 minutes 35 seconds East, along said East boundary, a distance of 902.53 feet to the Southerly right-of-way boundary of Rickards Road (a 44 foot platted public right-of-way); thence South 00 degrees 11 minutes 34 seconds East a distance of 157.42 feet to the Northeasterly right-of-way boundary of Sandcastle Drive (a 44 foot deeded public right-of-way) being a point on a curve; thence Southeasterly along said curve on a radius of 388.00 feet; through a central angle of 02 degrees 53 minutes 45 seconds, an arc distance of 19.61 feet (chord of 19.61 feet bears South 47 degrees 44 minutes 06 seconds East) to a point of tangency; thence South 49 degrees 10 minutes 59 seconds East, continuing along the Northeasterly right-of-way boundary of said Sandcastle Drive, a distance of 230.78 feet to the Northwesterly right-of-way boundary of the proposed widened Miccosukee Road (an existing 66 foot County Road S-146, proposed additional 38 foot right-of-way on Northwesterly side) being a point of curvature; thence Easterly along said curve on a radius of 30.00 feet through a central angle



This Instrument Prepared By:  
MICHAEL R. BIST, Attorney  
1300 Thomaswood Drive  
Tallahassee, FL 32312  
904/385-0070

OR 1742 PG 1833

1299562

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA

JUN 20 1 46 PM '94

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
CENTRE POINTE

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of Centre Pointe dated August 2, 1990, and recorded in Official Records Book 1448 at Page 258 and Amended April 21, 1992, in Official Records Book 1564 at Page 17 both of the Public Records of Leon County, Florida, is made and entered into this 17th day of June, 1994, by and between ANNE GAMBLE RUNDLE and ROBERT HOWARD GAMBLE, as Co-Personal Representatives of the Estate of HOWARD GRATTAN GAMBLE, Deceased; and THE BARNETT BANKS TRUST COMPANY, N.A.; and TIMOTHY GAMBLE, as the duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also the duly appointed and serving successor Co-Trustees of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985 (hereinafter referred to throughout as "Declarant").

W I T N E S S E T H :

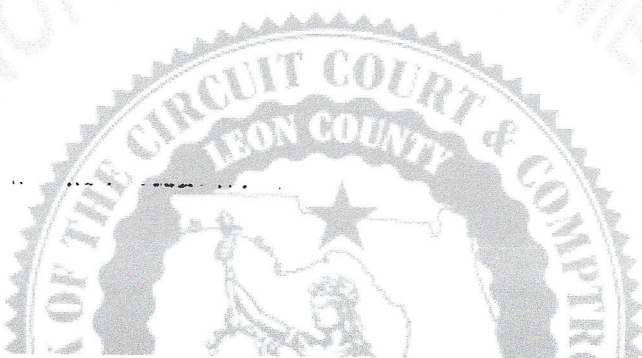
The purpose of this Amendment is to modify and clarify

the irrigation system which is part of the stormwater management system for the development. This amendment shall only apply to the property described in Exhibit "A" attached hereto and incorporated herein by reference so as to assure the uniform and orderly development of the remaining 69.04 acres (+/-) of land still owned by Declarant, located in Leon County, Florida, known as Centre Pointe. This Amendment shall not effect the 27.24 acres (+/-) of land previously owned by Declarant and subject to the original Declaration, Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE,

I. ARTICLE VI, of the Declaration of Covenants, Conditions, Restrictions and Easements is modified and amended by adding a new Section 4, as follows:

Section 4: Signage as a part of landscaping.  
In order to preserve the atmosphere that is desired to be created within the Centre Pointe Development, exterior signage of any type shall be considered a part of the landscaping plan for each individual site. Regardless of its location (including signage located within common areas), any signage installed for a property owner (or the owner's tenants) shall be the responsibility of such owner and said owner shall be responsible for the preservation, maintenance and upkeep of such signage. In order for any exterior signage to be erected within the development, detailed plans and drawings for said signage shall be submitted to the architectural control committee for approval. No signage shall be allowed within the development without the express written approval of the architectural control committee. Free standing identification signage may be allowed only on the street frontage of each building site.





OR 1742 PG 1835

The architectural control committee has examples available for owners reference of the committee's pre-approved free standing signage. No plastic or interior lit signage shall be allowed within the development. All signage shall be constructed of wood or similar material and shall be routed, sandblasted or carved and painted in a manner similar to the pre-approved examples.

Each building located within the development shall have the street number as assigned to that building by the City of Tallahassee prominently displayed on its street front elevation. In addition, an owner may request approval to install signage on the face of the building itself. Such request shall be submitted to the architectural control committee in writing accompanied by detailed drawings of the proposed signage and the elevation of the building upon which the signage will appear illustrating the location and size of the signage. Upon approval by the architectural control committee, such signage may be installed.

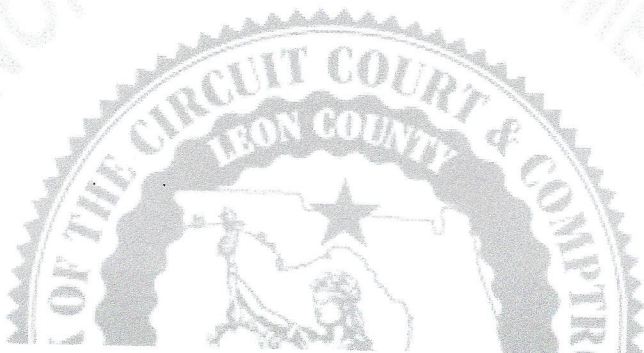
In addition to the two previously mentioned types of signage allowed within the development, Centre Pointe requires that all signs facing Capital Circle be MONUMENT type signs and that these are the only locations where MONUMENT signs can be installed within the development. The architectural control committee shall have, within their files, samples of pre-approved monument signs allowed within the development. Owners are encouraged to consult with the architectural control committee prior to initiating the approval process for this type of sign.

Final approval of all signage within the

representation, agreement, warranty, or acknowledgment as to the safety, quality, or value of such signage.

II. ARTICLE VII, of the Declaration of Covenants, Conditions, Restrictions and Easements is hereby amended by adding a new Section 3, as follows:

Section 3: Irrigation system. Notwithstanding anything herein to the contrary, the association, or its successor in interest, including without limitation any governmental entity, shall be responsible for the installation, operation and maintenance of an irrigation system which shall serve the stormwater management facility, within the development and provide water to irrigate the property. Each individual owner shall be responsible for connecting to the irrigation system at the appropriate point adjacent to each owner's lot, and shall install and maintain a sprinkler system on its lot in accordance with its prorata share of the irrigation water volume as reflected in attached Exhibit "B", such that at all times the sprinkler system located on the owner's property shall be fully functional and capable of handling its prorata share of the irrigation water volume. In the event the Declarant or the Association has installed a sprinkler system on the owner's lot prior to the construction of any improvements thereon, the owner shall be solely responsible for relocating or replacing the existing system in order to construct improvements; provided, however, that all relocated or replaced sprinkler systems shall comply with the standards set forth herein. In the event an owner fails to so install and maintain a sprinkler system in accordance with Exhibit "B", the association shall have the right at all times to enter onto the owner's property and incur such installation and maintenance expenses as it deems proper to bring the property into compliance with Exhibit "B" and these restrictions. All such costs and





OR 1742 PG 1837

expenses, including the cost of collecting such costs and expenses from the owner and all attorneys' fees incurred, shall be an assessment against the owner's property.

III. ARTICLE XIV, of the Declaration of Covenants, Conditions, Restrictions and Easements is hereby created as follows:

ARTICLE XIV

DECLARATION OF EASEMENT

THIS INDENTURE is made and entered into by and between ANNE GAMBLE RUNDLE and ROBERT HOWARD GAMBLE, as Co-Personal Representatives of the Estate of HOWARD GRATTAN GAMBLE, Deceased; and THE BARNETT BANKS TRUST COMPANY, N.A.; and TIMOTHY GAMBLE, as the duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also the duly appointed and serving successor Co-Trustees of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985 (hereinafter referred to as "Grantor") and the CENTRE POINTE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as "Grantee"), to create an easement over, under and across the real property described in Exhibit "A" which is part of a Development of Regional Impact as per the Development Order recorded in Official Records Book 1517 at Page 1813 of the Public



W I T N E S S E T H :

The purpose of this declaration is to provide a non-exclusive easement to the Grantee for the installation and maintenance of an irrigation system over, under and across the property described in Exhibit "A", as may be necessary for the stormwater management system for the Centre Pointe Development.

NOW, THEREFORE, for valuable consideration, the Grantor grants to the Grantee, its successors and assigns, a non-exclusive perpetual easement over, under and across the property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto. The land within the easement described in Exhibit "A" is not the homestead of the Grantor.

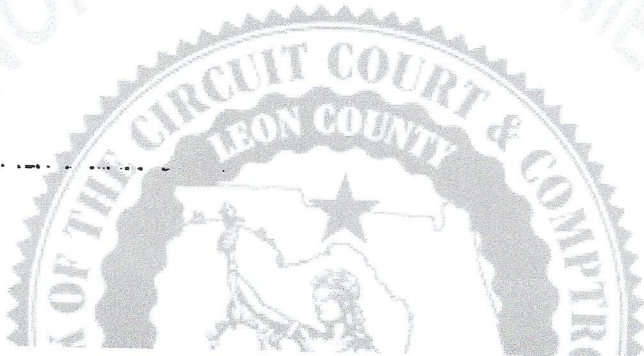
This easement is granted to provide for the installation and maintenance of an irrigation system substantially in the form attached hereto as Exhibit "B", across the property described in Exhibit "A" and for such ingress and egress as is necessary to maintain and repair such irrigation system.

EXECUTED the day and year first above written.

WITNESSES:

12/20/00  
N.E. BOWEN III  
Elaine Platt  
 ELAINE PLATT

Anne Gamble Rundle  
 ANNE GAMBLE RUNDLE



OR 1742 PG 1839

L.E. Bowen III  
Elaine Platt  
ELAINE PLATT

Robert Howard Gamble  
ROBERT HOWARD GAMBLE

STATE OF FLORIDA,  
COUNTY OF LAKE \_\_\_\_\_.

The foregoing instrument was acknowledged before me this  
11 day of April, 1994, by ANNE GAMBLE RUNDLE, who is  
personally known to me ~~or who has produced~~  
as identification and who ~~did~~/did not take an oath.

L.E. Bowen III  
NOTARY PUBLIC - L.E. Bowen III  
(Type Name)  
My Commission Expires:

STATE OF FLORIDA,  
COUNTY OF LAKE \_\_\_\_\_.

The foregoing instrument was acknowledged before me this  
11 day of April, 1994, by ROBERT HOWARD GAMBLE, who is  
personally known to me ~~or who has produced~~  
as identification and who ~~did~~/did not take an oath.

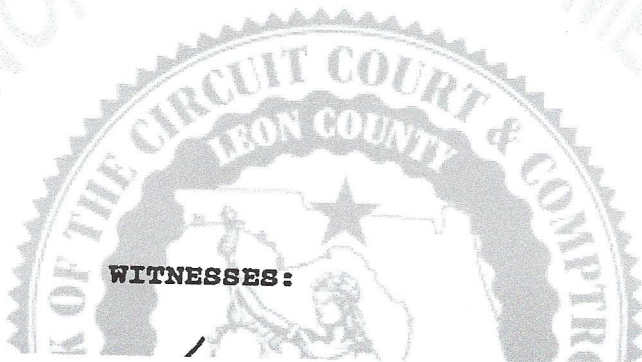
L.E. Bowen III  
NOTARY PUBLIC - L.E. Bowen III  
(Type Name)  
My Commission Expires:



LENNON E. BOWEN, III  
Notary Public, State of Florida  
My Comm. Exp. Nov. 26, 1997  
Comm. No. CC 333869

THE BARNETT BANKS TRUST

WITNESSES:





Mary Alice T. Sasser  
Mary Alice T. Sasser

Grete P. Peacock  
Grete P. Peacock

STATE OF FLORIDA,  
COUNTY OF LEON.

TIMOTHY GAMBLE  
TIMOTHY GAMBLE

The foregoing instrument was acknowledged before me this  
19th day of April, 1994, by Robert J. Suter  
of BARNETT BANKS TRUST COMPANY, N.A., on behalf of BARNETT BANKS  
TRUST COMPANY, N.A., a duly appointed and acting Personal  
Representative of the Estate of JOHN G. GAMBLE, Deceased, and also  
a duly appointed and serving successor Co-Trustee of the JOHN G.  
GAMBLE Declaration of Trust dated June 3, 1985, Robert J. Suter  
is personally known to me and did take an oath.

Doris Lynn W. Padgett  
NOTARY PUBLIC -  
(Type Name) Doris Lynn W. Padgett  
My Commission Expires  
Notary Public State of Florida  
My Commission Expires July 31, 1994  
Bonded Thru Troy Smith, Notary Public

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this  
15th day of April, 1994, by TIMOTHY GAMBLE, a duly  
appointed and acting Personal Representative of the Estate of JOHN  
G. GAMBLE, Deceased, and also a duly appointed and serving  
successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust  
dated June 3, 1985. TIMOTHY GAMBLE is personally known to me and  
did take an oath.

ALISHA SMITH  
MY COMMISSION # CC 313789  
EXPIRES: September 8, 1997  
Bonded Thru Notary Public Underwriting  
NOTARY PUBLIC  
(Type Name) Alisha Smith  
My Commission Expires: Sept 8, 1997

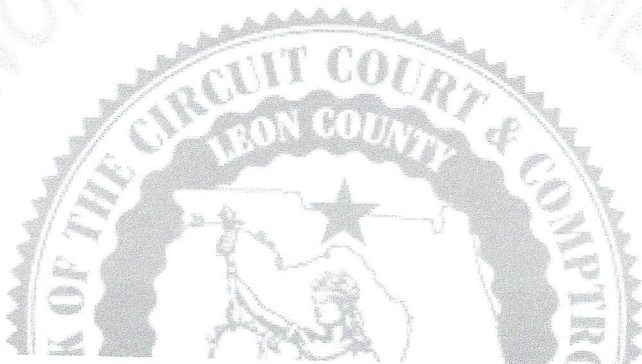




EXHIBIT "A"

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 16 minutes 31 seconds West 1320.57 feet along the Eastern boundary of Melody Hills, Unit 4, as recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, and a prolongation thereof to a concrete monument, thence North 89 degrees 33 minutes 37 seconds West 53.87 feet to a concrete monument; thence North 00 degrees 17 minutes 16 seconds West 735.16 feet to a concrete monument on the Southern right-of-way boundary of State Road 151 (Centerville Road) as recorded in Road Plat Book 2, Page 20 of the Public Records of Leon County, Florida, and run thence North 60 degrees 20 minutes 14 seconds East 69.66 feet to a concrete monument; thence leaving said right-of-way run South 00 degrees 17 minutes 24 seconds East 482.80 feet to a concrete monument; thence North 60 degrees 14 minutes 15 seconds East 1100.48 feet to an iron pin. Said pin being located on the Western right-of-way boundary of State Road No. 261 (Capital Circle-Northeast), said pin being located also on a curve concave to the Northwest; thence Southeasterly along said right-of-way and curve with a radius of 2914.93 feet through a central angle of 22 degrees 46 minutes 11 seconds for an arc distance of 1158.41 feet (chord of said arc being South 29 degrees 46 minutes 30 seconds East 1150.80 feet) to a concrete monument; thence South 41 degrees 06 minutes 39 seconds East 574.06 feet to a concrete monument; thence leaving said Western right-of-way South 55 degrees 05 minutes 06 seconds West 660.00 feet; thence South 38 degrees 39 minutes 46 seconds East 700.00 feet to a concrete monument; thence South 21 degrees 50 minutes 51 seconds East 744.89 feet to an iron pin located on the Northern right-of-way of County Road No. 146 (Miccosukee Road); thence South 56 degrees 05 minutes 46 seconds West 821.48 feet to a point of intersection with said Northern right-of-way and the Northerly right-of-way of Sandcastle Drive as recorded in Official Records Book 1015, Page 690 of the Public Records of Leon County, Florida; thence along said right-of-way of Sandcastle Drive as follows: South 65 degrees 11 minutes 15 seconds West 164.39 feet; thence North 49 degrees 10 minutes 31 seconds West 269.96 feet to a point of curve to the right with a radius of 380.00 feet through a central angle of 04 degrees 01 minutes 58 seconds for an arc distance of 26.75 feet (chord of said arc being North 47 degrees 09 minutes 44 seconds North 26.74 feet); thence leaving said right-of-way of Sandcastle Road North 00 degrees 15 minutes 14 seconds West 137.85 feet to the point of intersection of the South right-of-way of Rickards Road and the



BEGINNING; containing 91.12 acres, more or less.

ALSO INCLUDING:

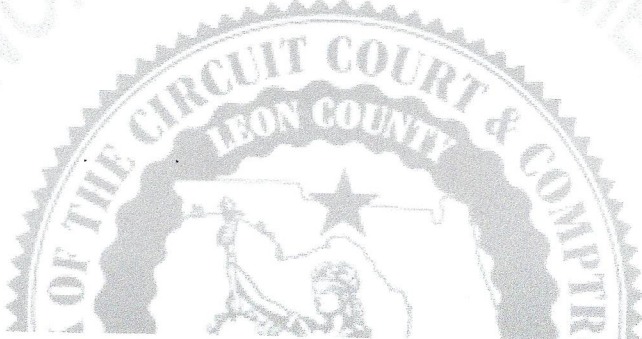
A 5.16 acre (+/-) tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, North of Miccosukee Road and West of Sandcastle Drive.

Begin at a concrete monument marking the Southeast corner of Miccosukee Estates Unit No. 2, recorded in Plat Book 8, Page 16 of the Public Records of Leon County, Florida, and run thence North 89 degrees 55 minutes 57 seconds East (Bearing Base) 377.45 feet to a point on the Southern right-of-way of Sandcastle Drive, said point also being on a curve concave to the Northeast; thence Southeasterly along said curve with a radius of 440.00 feet through a central angle of 04 degrees 20 minutes 19 seconds for an arc distance of 33.32 feet (chord of said arc being South 46 degrees 53 minutes 13 seconds East 33.31 feet); thence South 49 degrees 11 minutes 11 seconds East 250.04 feet; thence South 49 degrees 01 minutes 10 seconds West 106.57 feet; thence South 31 degrees 45 minutes 19 seconds West 41.09 feet to a point on the Northern right-of-way of County Road 146 (Miccosukee Road); thence along said Northern right-of-way South 56 degrees 15 minutes 39 seconds West 584.40 feet; thence leaving said right-of-way North 00 degrees 16 minutes 31 seconds West 615.16 feet to the POINT OF BEGINNING; containing 5.16 acres, more or less.

TOTAL ACREAGE CONTAINS 96.28 ACRES.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING at the Northeast corner of Lot 14, Block "D" of the subdivision entitled Sandcastle, as recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida; thence South 00 degrees 13 minutes 35 seconds East, along the East boundary of said Sandcastle, a distance of 165.49 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 00 degrees 13 minutes 35 seconds East, along said East boundary, a distance of 902.53 feet to the Southerly right-of-way boundary of Rickards Road (a 44 foot platted public right-of-way); thence South 00 degrees 11 minutes 34 seconds East a distance of 157.42 feet to the Northeasterly right-of-way boundary of Sandcastle Drive (a 44 foot deeded public right-of-way) being a point on a curve; thence Southeasterly along said curve on a radius of 388.00 feet; through a central angle of 02 degrees 53 minutes 45 seconds, an arc distance of 19.61 feet (chord of 19.61 feet bears South 47 degrees 44 minutes 06 seconds East) to a point of tangency; thence South 49 degrees 10 minutes 59 seconds East, continuing along the Northeasterly right-of-way boundary of said Sandcastle Drive, a distance of 230.78 feet to the Northwestern right-of-way boundary of the proposed widened Miccosukee Road (an existing 66 foot County Road S-146, proposed additional 38 foot right-of-way on Northwestern side) being a point of curvature; thence Easterly along said curve on a radius of 30.00 feet through a central angle





OR 1742 PG 1843

of 74 degrees 23 minutes 57 seconds, an arc distance of 39.07 feet (chord of 36.37 feet bears South 86 degrees 29 minutes 39 seconds East) to a point of tangency; thence North 56 degrees 11 minutes 42 seconds East, continuing along the Northwesterly right-of-way boundary of said proposed Miccosukee Road, a distance of 883.09 feet to the Southwesterly right-of-way boundary of Decoy Drive (a proposed 72 foot public right-of-way) being a point of curvature; thence Northeasterly along said curve on a radius of 30.00 feet, through a central angle of 78 degrees 01 minutes 50 seconds, an arc distance of 40.86 feet (chord of 37.77 feet bears North 17 degrees 10 minutes 47 seconds East) to a point of tangency; thence continuing along Southwesterly right-of-way boundary of said Decoy Drive as follows: North 21 degrees 50 minutes 08 seconds West a distance of 612.54 feet to a point of curvature; thence Northwesterly along said curve on a radius of 500.00 feet, through a central angle of 16 degrees 48 minutes 47 seconds, an arc distance of 146.72 feet (chord of 146.20 feet bears North 30 degrees 14 minutes 32 seconds West) to a point of tangency; thence North 38 degrees 38 minutes 56 seconds West a distance of 254.49 feet; thence leaving said proposed right-of-way, South 70 degrees 31 minutes 00 seconds West a distance of 239.79 feet; thence South 68 degrees 15 minutes 29 seconds West a distance of 310.11 feet to the POINT OF BEGINNING. The above described parcel contains 22.00 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

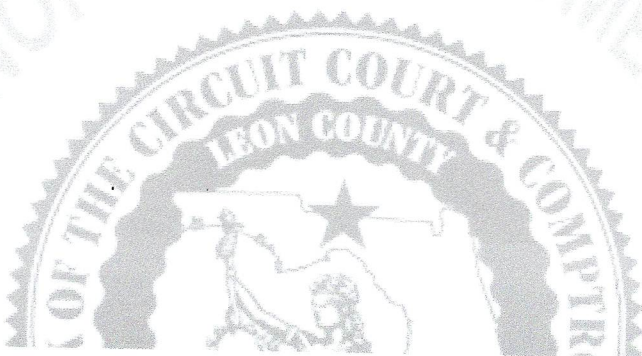
A tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

BEGIN at a concrete monument marking the Southwest corner of "Sandcastle", a subdivision recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida, thence North 89 degrees 47 minutes 00 seconds East along the South boundary of said subdivision and a projection thereof 388.60 feet to a point on the Southwesterly right-of-way of Sandcastle Drive (44 foot right-of-way), said point also being on a curve concave to the Northeast; thence Southeasterly along said right-of-way curve having a radius of 432.00 feet through a central angle of 03 degrees 16 minutes 48 seconds for an arc length of 24.73 feet (Chord Bearing South 47 degrees 49 minutes 41 seconds East 24.72 feet) to a point of tangency; thence South 49 degrees 28 minutes 28 seconds East 243.85 feet to a point of curvature of a curve concave to the West; thence Southerly along said curve having a radius of 30.00 feet through a

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of SANDCASTLE, a subdivision as per map or plat thereof recorded in Plat Book 9, at Page 5, of the Public Records of Leon County, Florida, thence North 89 degrees 47 minutes 00 seconds East 296.50 feet to a concrete monument (#1254) at the Southeast corner of Lot 4, Block "A", of said SANDCASTLE subdivision and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 53 degrees 07 minutes 38 seconds East along the Southeasterly boundary of said Lot 4 a distance of 60.43 feet to a point on a curve concave to the Northeast, thence Southeasterly along said curve having a radius of 440.00 feet through a central angle of 06 degrees 18 minutes 16 seconds for an arc distance of 48.42 feet (the chord of said arc bears South 42 degrees 00 minutes 59 seconds East 48.39 feet), thence South 89 degrees 47 minutes 00 seconds West 80.73 feet to the POINT OF BEGINNING, containing 1435 square feet.





## EXHIBIT "B"

OR 1742 PG 1845

**CENTRE POINTE D.R.I SUBDIVISION  
MAXIMUM IMPERVIOUS AREA AND MINIMUM STORMWATER  
DISPOSAL RATES\* PER THE CITY OF TALLAHASSEE  
PERMIT #1836**

LOT#	IMPERVIOUS AREA** (%)	DISPOSAL RATE (GPM)
I	75.00	98.15
IV	46.20	219.20
V	62.62	50.97
VI	65.48	47.06
A	75.00	9.67
B	75.00	9.67
C	75.00	15.88
D	75.00	10.01
1	75.00	10.93
2	75.00	11.62
3	75.00	13.12
4	75.00	12.31
5	66.50	10.70
6	66.50	6.67
7	66.50	6.21
8	66.50	5.87
9	66.50	6.10
10	66.50	12.66
11	66.50	10.59
12	66.50	6.90
13	66.50	6.10
14	66.50	6.10
15	66.50	7.13
16	66.50	6.44
17	66.50	6.33
18	66.50	5.98
19	66.50	5.29
20	43.33	19.33
21	55.18	12.77
22	66.50	8.86
23	66.50	15.53
24	66.50	8.40
25	66.50	11.74
26	66.50	7.02
27	66.50	6.56
28	66.50	5.52
29	66.50	5.41
30	66.50	7.36
31	66.50	8.17
32	66.50	7.71
33	66.50	7.94

**NOTE 1:** This irrigation system also serves a stormwater disposal function. Thus periods of extended rainfall events may require operation of this system in excess of the minimum disposal rates set forth herein, in order to serve the stormwater disposal function of the system.

**NOTE 2:** The landscaping of all lots within the development shall be designed in a manner so as to be compatible with the anticipated stormwater disposal rates.

\* Disposal rate is based on an 8 hour/day period of application for three consecutive days.





OR 1764 PG 1081

OR 1762 PG 1426

Prepared By  
Michael P. Bist  
1300 Thomaswood Dr.  
Tallahassee, FL 32312

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

SEP 14 1 57 PM '94

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

1318548

THIRD AMENDMENT TO DECLARATION OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

OF

CENTRE POINTE

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements of Centre Pointe dated August 2, 1990, and recorded in Official Records Book 1448 at Page 258, Amended April 21, 1992, in Official Records Book 1564 at Page 17, and Amended June 17, 1994, in Official Records Book 1742 at Page 1833, all of the Public Records of Leon County, Florida, is made and entered into this 8th day of September, 1994, by and between ANNE GAMBLE RUNDLE and ROBERT HOWARD GAMBLE, as Co-Personal Representatives of the Estate of HOWARD GRATTAN GAMBLE, Deceased; and BARNETT BANKS TRUST COMPANY, N.A. and TIMOTHY GAMBLE, as the duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also the duly appointed and serving successor Co-Trustees of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985 (hereinafter referred to throughout as "Declarant").

W I T N E S S E T H :

Instrument is being re-recorded to correct  
or in legal description.

1320498

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

SEP 23 2 59 PM '94

DAVE LANG  
CLERK CIRCUIT COURT  
LEON COUNTY, FLORIDA

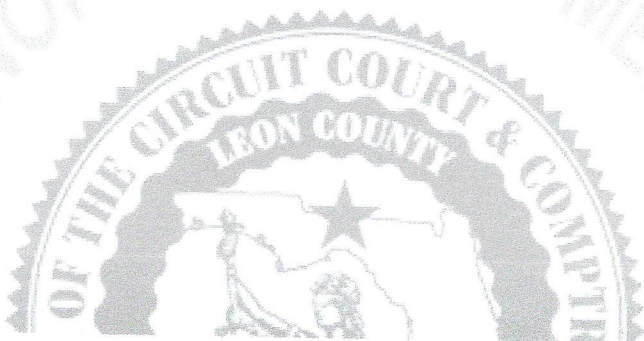
Declaration of Covenants, Conditions, Restrictions and Easements, regarding the correction of maintenance deficiencies by the Owner and the delivery of written Notice of objection to the Association by the Owner; and, modify and clarify Article VI, Section 4, of the Second Amendment To Declaration of Covenants, Conditions, Restrictions and Easements with regard to signage located within the development. This amendment shall only apply to the property described in Exhibit "A" attached hereto and incorporated herein by reference so as to assure the uniform and orderly development of the remaining 69.04 acres (+/-) of land still owned by Declarant, located in Leon County, Florida, known as Centre Pointe. This Amendment shall not effect the 27.24 acres (+/-) of land previously owned by Declarant and subject to the original Declaration, Covenants, Conditions, Restrictions and Easements.

NOW, THEREFORE,

I. Article V, Section 1, of the Declaration of Covenants, Conditions, Restrictions and Easements is hereby amended by adding the following to the end of that Section:

All notices to the Development and Architectural Control Committee shall be delivered to the following address: 3375  
NE Capital Circle, Tallahassee, FL 32312

II. Article VII, Section 1, of the Declaration of Covenants, Conditions, Restrictions and Easements is hereby amended by deleting the original Section 1, as set forth in such Declaration and adding a new Section 1, as follows:





OR 1764 PG 1083

OR 1762 PG 1428

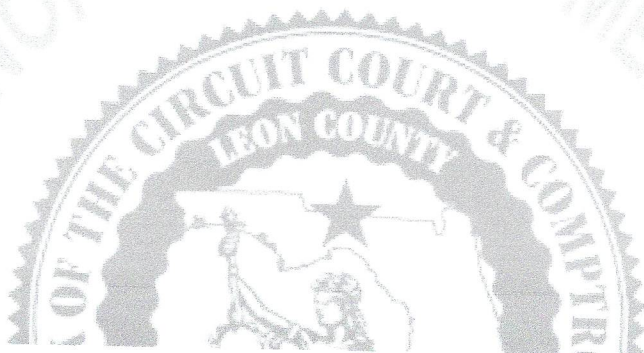
Section 1: Exterior Maintenance: In the event any Owner fails to maintain the exterior of his property, including but not limited to, the landscaping and painting of the exterior of the premises in a manner consistent with the standards of the development, as reasonably determined from time to time by the Board of Directors of the Association, then the Association may deliver written notice to the Owner of the specific deficiencies and that the Owner has 21 days to correct such deficiencies. The notice to the Owner may be by posting notice on the lot or by Certified Mail. If the Owner fails to correct such deficiencies within 21 days of the date of the notice, the Association may undertake to do so at the expense of the Owner. In the event the Owner disputes or objects to the Notice, the Owner shall deliver written notice of his objection to the Association within 15 days of delivery or posting of the notice, as is applicable. Failure to deliver such notice shall be deemed a waiver of any dispute or objection. Within 3 days of receipt of a notice of objection, the Association shall appoint one person as an arbitrator and notify the Owner of such appointment. Upon receipt of the notice of appointment, the Owner shall have 3 days to notify the Association of his appointment of one person as an arbitrator. Failure to make timely appointment shall be deemed a waiver of objection. These appointees shall jointly appoint a third arbitrator. These three people shall act as an arbitration panel which shall give notice to all parties and shall meet and hear the dispute on an expedited basis. This arbitration panel shall promptly render its decision, which decision shall be binding on and enforceable against all parties and the losing party shall pay all costs. In the

manner as assessments under Article IV and may be collected as provided for in Article IV Section 7.

III. ARTICLE VI, Section 4, of the Second Amendment To Declaration of Covenants, Conditions, Restrictions and Easements is modified and amended by deleting the original Section 4 as set forth in such Second Amendment and adding a new Section 4, as follows:

Section 4: Signage as a part of landscaping.  
In order to preserve the atmosphere that is desired to be created within the Centre Pointe Development, exterior signage of any type shall be considered a part of the landscaping plan for each individual site. Regardless of its location (including signage located within common areas), any signage installed for a property owner (or the owner's tenants) shall be the responsibility of such owner and said owner shall be responsible for the preservation, maintenance and upkeep of such signage. In order for any exterior signage to be erected within the development, detailed plans and drawings for said signage shall be submitted to the architectural control committee for approval. No signage shall be allowed within the development without the express written approval of the architectural control committee. Free standing identification signage may be allowed only on the street frontage of each building site. The architectural control committee has examples available for owners reference of the committee's pre-approved free standing signage.

Each building located within the development shall have the street number as assigned to that building by the City of Tallahassee prominently displayed on its street front elevation. In addition, an owner may request approval to install signage on the face of the building itself. Such request shall be





OR 1764 PG 1085

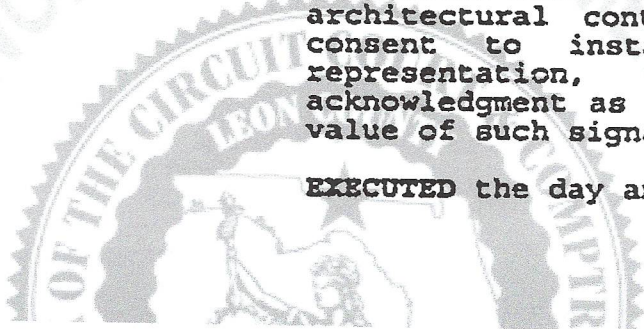
OR 1762 PG 1430

submitted to the architectural control committee in writing accompanied by detailed drawings of the proposed signage and the elevation of the building upon which the signage will appear illustrating the location and size of the signage. Upon approval by the architectural control committee, such signage may be installed.

In addition to the two previously mentioned types of signage allowed within the development, Centre Pointe requires that all signs facing Capital Circle be MONUMENT type signs and that these are the only locations where MONUMENT signs can be installed within the development. The architectural control committee shall have, within their files, samples of pre-approved monument signs allowed within the development. Owners are encouraged to consult with the architectural control committee prior to initiating the approval process for this type of sign.

Final approval of all signage within the development shall rest with the architectural control committee and all signs are subject to local ordinances. As such, each owner should confirm that their proposed signage complies with local laws. Further, the approval by the architectural control committee is only a consent to installation and is not a representation, agreement, warranty or acknowledgment as to the safety, quality, or value of such signage.

EXECUTED the day and year first above written.



## WITNESSES:

D. Randall Goodman  
D. Randall Goodman

William I. Walker  
William I. Walker

Anne Gamble Rundle  
ANNE GAMBLE RUNDLE

D. Randall Goodman  
D. Randall Goodman

William I. Walker  
William I. Walker

Robert Howard Gamble  
ROBERT HOWARD GAMBLE

STATE OF FLORIDA,  
COUNTY OF Lake.

The foregoing instrument was acknowledged before me this 26 day of July, 1994, by ANNE GAMBLE RUNDLE, who is personally known to me or who has produced as identification and who did/did not take an oath.

Janice E Goodman  
NOTARY PUBLIC  
(Type Name)

My Commission Expires:  
JANICE E GOODMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC28304  
MY COMMISSION EXP. JUNE 30, 1997

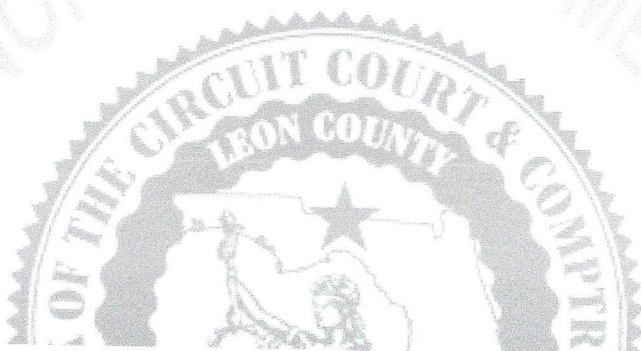
STATE OF FLORIDA,  
COUNTY OF Lake.

The foregoing instrument was acknowledged before me this 26 day of July, 1994, by ROBERT HOWARD GAMBLE, who is personally known to me or who has produced as identification and who did/did not take an oath.

Janice E Goodman  
NOTARY PUBLIC -  
(Type Name)

My Commission Expires:  
JANICE E GOODMAN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC28304  
MY COMMISSION EXP. JUNE 30, 1997

## WITNESSES:





OR 1764 PG 1087

OR 1762 PG 1432

Sandra Hendry  
Sandra Hendry  
Richard W. Pippel  
Richard W. Pippel  
Cynthia T. Ragans  
Cynthia T. Ragans  
Gena F. Corriveau  
Gena F. Corriveau

STATE OF FLORIDA,  
COUNTY OF LEON.

BARNETT BANKS TRUST  
COMPANY, N.A.

By:

Its:

Robert J. Suter  
Robert J. Suter

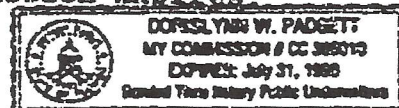
TIMOTHY GAMBLE  
TIMOTHY GAMBLE

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 1994, by Robert J. Suter of BARNETT BANKS TRUST COMPANY, N.A., on behalf of BARNETT BANKS TRUST COMPANY, N.A., a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985, Robert J. Suter is personally known to me and did take an oath.

Dorelynn W. Padgett  
NOTARY PUBLIC -  
(Type Name)

My Commission Expires:

STATE OF FLORIDA,  
COUNTY OF LEON.

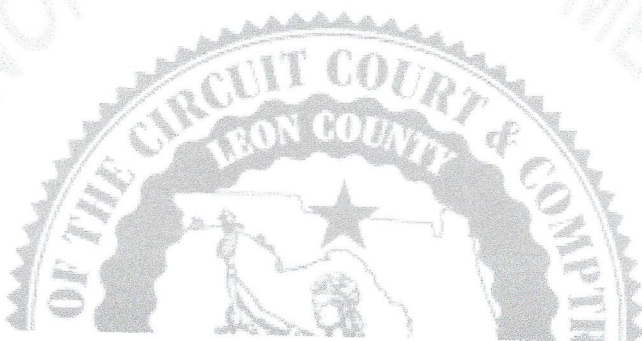


The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 1994, by TIMOTHY GAMBLE, a duly appointed and acting Personal Representative of the Estate of JOHN G. GAMBLE, Deceased, and also a duly appointed and serving successor Co-Trustee of the JOHN G. GAMBLE Declaration of Trust dated June 3, 1985. TIMOTHY GAMBLE is personally known to me and



EXHIBIT "A"

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 1 North, Range 1 East, Leon County, Florida, and run thence North 00 degrees 16 minutes 31 seconds West 1320.57 feet along the Eastern boundary of Melody Hills, Unit 4, as recorded in Plat Book 8, Page 41 of the Public Records of Leon County, Florida, and a prolongation thereof to a concrete monument, thence North 89 degrees 33 minutes 37 seconds West 53.87 feet to a concrete monument; thence North 00 degrees 17 minutes 16 seconds West 735.16 feet to a concrete monument on the Southern right-of-way boundary of State Road 151 (Centerville Road) as recorded in Road Plat Book 2, Page 20 of the Public Records of Leon County, Florida, and run thence North 60 degrees 20 minutes 14 seconds East 69.66 feet to a concrete monument; thence leaving said right-of-way run South 00 degrees 17 minutes 24 seconds East 482.80 feet to a concrete monument; thence North 60 degrees 14 minutes 15 seconds East 1100.48 feet to an iron pin. Said pin being located on the Western right-of-way boundary of State Road No. 261 (Capital Circle-Northeast), said pin being located also on a curve concave to the Northwest; thence Southeasterly along said right-of-way and curve with a radius of 2914.93 feet through a central angle of 22 degrees 46 minutes 11 seconds for an arc distance of 1158.41 feet (chord of said arc being South 29 degrees 46 minutes 30 seconds East 1150.80 feet) to a concrete monument; thence South 41 degrees 06 minutes 39 seconds East 574.06 feet to a concrete monument; thence leaving said Western right-of-way South 55 degrees 05 minutes 06 seconds West 660.00 feet; thence South 38 degrees 39 minutes 46 seconds East 700.00 feet to a concrete monument; thence South 21 degrees 50 minutes 51 seconds East 744.89 feet to an iron pin located on the Northern right-of-way of County Road No. 146 (Miccosukee Road); thence South 56 degrees 05 minutes 46 seconds West 821.48 feet to a point of intersection with said Northern right-of-way and the Northerly right-of-way of Sandcastle Drive as recorded in Official Records Book 1015, Page 690 of the Public Records of Leon County, Florida; thence along said right-of-way of Sandcastle Drive as follows: South 65 degrees 11 minutes 15 seconds West 164.39 feet; thence North 49 degrees 10 minutes 31 seconds West 269.96 feet to a point of curve to the right with a radius of 380.00 feet through a central angle of 04 degrees 01 minutes 58 seconds for an arc distance of 26.75 feet (chord of said arc being North 47 degrees 09 minutes 44 seconds West 26.74 feet); thence leaving said right-of-way of Sandcastle Road North 00 degrees 15 minutes 14 seconds West 137.85 feet to the point of intersection of the South right-of-way of Rickards Road and the Eastern boundary of Sandcastle Subdivision as per map or plat thereof recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida; thence North 00 degrees 14 minutes 25 seconds West 1076.56 feet along said Eastern boundary of said Sandcastle Subdivision; thence North 89 degrees 22 minutes 09 seconds West (Bearing Base) along the Northern boundary of said Sandcastle Subdivision and the Northern boundary of Miccosukee Estates as per map or plat thereof recorded in Plat Book 7, Page 54 of the Public Records of Leon County, Florida, 1016.66 feet to the POINT OF





OR 1764 PG 1089

OR 1762 PG 1434

BEGINNING; containing 91.12 acres, more or less.

ALSO INCLUDING:

A 5.16 acre (+/-) tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, North of Miccosukee Road and West of Sandcastle Drive.

Begin at a concrete monument marking the Southeast corner of Miccosukee Estates Unit No. 2, recorded in Plat Book 8, Page 16 of the Public Records of Leon County, Florida, and run thence North 89 degrees 55 minutes 57 seconds East (Bearing Base) 377.45 feet to a point on the Southern right-of-way of Sandcastle Drive, said point also being on a curve concave to the Northeast; thence Southeasterly along said curve with a radius of 440.00 feet through a central angle of 04 degrees 20 minutes 19 seconds for an arc distance of 33.32 feet (chord of said arc being South 46 degrees 53 minutes 13 seconds East 33.31 feet); thence South 49 degrees 11 minutes 11 seconds East 250.04 feet; thence South 49 degrees 01 minutes 10 seconds West 106.57 feet; thence South 31 degrees 45 minutes 19 seconds West 41.09 feet to a point on the Northern right-of-way of County Road 146 (Miccosukee Road); thence along said Northern right-of-way South 56 degrees 15 minutes 39 seconds West 584.40 feet; thence leaving said right-of-way North 00 degrees 16 minutes 31 seconds West 615.16 feet to the POINT OF BEGINNING; containing 5.16 acres, more or less.

TOTAL ACREAGE CONTAINS 96.28 ACRES.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING at the Northeast corner of Lot 14, Block "D" of the subdivision entitled Sandcastle, as recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida; thence South 00 degrees 13 minutes 35 seconds East, along the East boundary of said Sandcastle, a distance of 165.49 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 00 degrees 13 minutes 35 seconds East, along said East boundary, a distance of 902.53 feet to the Southerly right-of-way boundary of Rickards Road (a 44 foot platted public right-of-way); thence South 00 degrees 11 minutes 34 seconds East a distance of 157.42 feet to the Northeasterly right-of-way boundary of Sandcastle Drive (a 44 foot deeded public right-of-way) being a point on a curve; thence Southeasterly along said curve on a radius of 388.00 feet; through a central angle of 02 degrees 53 minutes 45 seconds, an arc distance of 19.61 feet (chord of 19.61 feet bears South 47 degrees

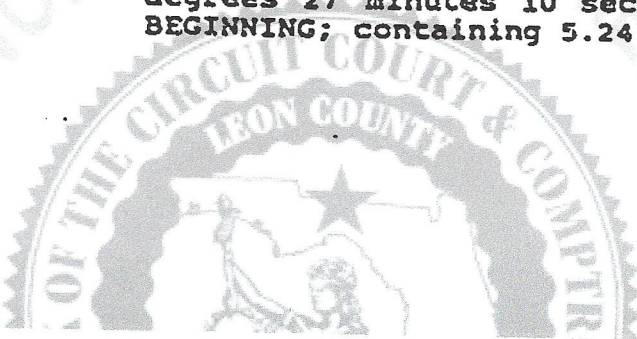


of 74 degrees 23 minutes 57 seconds, an arc distance of 39.07 feet (chord of 36.37 feet bears South 86 degrees 29 minutes 39 seconds East) to a point of tangency; thence North 56 degrees 11 minutes 42 seconds East, continuing along the Northwesterly right-of-way boundary of said proposed Miccosukee Road, a distance of 883.09 feet to the Southwesterly right-of-way boundary of Decoy Drive (a proposed 72 foot public right-of-way) being a point of curvature; thence Northeasterly along said curve on a radius of 30.00 feet, through a central angle of 78 degrees 01 minutes 50 seconds, an arc distance of 40.86 feet (chord of 37.77 feet bears North 17 degrees 10 minutes 47 seconds East) to a point of tangency; thence continuing along Southwesterly right-of-way boundary of said Decoy Drive as follows: North 21 degrees 50 minutes 08 seconds West a distance of 612.54 feet to a point of curvature; thence Northwesterly along said curve on a radius of 500.00 feet, through a central angle of 16 degrees 48 minutes 47 seconds, an arc distance of 146.72 feet (chord of 146.20 feet bears North 30 degrees 14 minutes 32 seconds West) to a point of tangency; thence North 38 degrees 38 minutes 56 seconds West a distance of 254.49 feet; thence leaving said proposed right-of-way, South 70 degrees 31 minutes 00 seconds West a distance of 239.79 feet; thence South 68 degrees 15 minutes 29 seconds West a distance of 310.11 feet to the POINT OF BEGINNING. The above described parcel contains 22.00 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

BEGIN at a concrete monument marking the Southwest corner of "Sandcastle", a subdivision recorded in Plat Book 9, Page 5 of the Public Records of Leon County, Florida, thence North 89 degrees 47 minutes 00 seconds East along the South boundary of said subdivision and a projection thereof 388.60 feet to a point on the Southwesterly right-of-way of Sandcastle Drive (44 foot right-of-way), said point also being on a curve concave to the Northeast; thence Southeasterly along said right-of-way curve having a radius of 432.00 feet through a central angle of 03 degrees 16 minutes 48 seconds for an arc length of 24.73 feet (Chord Bearing South 47 degrees 49 minutes 41 seconds East 24.72 feet) to a point of tangency; thence South 49 degrees 28 minutes 28 seconds East 243.85 feet to a point of curvature of a curve concave to the West; thence Southerly along said curve having a radius of 30.00 feet through a central angle of 84 degrees 18 minutes 32 seconds for an arc length of 44.13 feet (Chord Bearing South 07 degrees 20 minutes 12 seconds East 40.25 feet) to a point on the northwesterly right-of-way of Miccosukee Road (66 foot right-of-way), thence South 56 degrees 02 minutes 20 seconds West along said Northwesterly right-of-way a distance of 536.61 feet to a point of curvature of a curve concave to the Southeast; thence Southwesterly along said right-of-way curve having a radius of 5762.58 feet through a central angle of 01 degree 47 minutes 13 seconds for an arc length of 179.72 feet (Chord Bearing South 55 degrees 08 minutes 43 seconds West 179.72 feet); leaving said northwesterly right-of-way thence North 00 degrees 27 minutes 10 seconds West 616.00 feet to the POINT OF BEGINNING; containing 5.24 acres, more or less.





OR 1764 PG 1091

OR 1762 PG 1436

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A tract of land lying in Section 21, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of SANDCASTLE, a subdivision as per map or plat thereof recorded in Plat Book 9, at Page 5, of the Public Records of Leon County, Florida, thence North 89 degrees 47 minutes 00 seconds East 296.50 feet to a concrete monument (#1254) at the Southeast corner of Lot 4, Block "A", of said SANDCASTLE subdivision and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 53 degrees 07 minutes 38 seconds East along the Southeasterly boundary of said Lot 4 a distance of 60.43 feet to a point on a curve concave to the Northeast, thence Southeasterly along said curve having a radius of 440.00 feet through a central angle of 06 degrees 18 minutes 16 seconds for an arc distance of 48.42 feet (the chord of said arc bears South 42 degrees 00 minutes 59 seconds East 48.39 feet), thence South 89 degrees 47 minutes 00 seconds West 80.73 feet to the POINT OF BEGINNING, containing 1435 square feet.

