20130061161 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 4536 PG: 849,
06/07/2013 at 01:48 PM, BOB INZER, CLERK OF COURTS

Prepared by
and Record and Return to:

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR *CENTERVILLE*

THIS DECLARATION is made this 5th day of June, 2013, by **Centerville Group, LLC**, a Florida limited liability company, with an address of 10175 Fortune Parkway, Suite 1005, Jacksonville, Florida 32256 ("Declarant"), and is joined by **Centerville Community Owners' Association, Inc.,** a Florida non-profit corporation, with an address of 1607 Village Square Boulevard, Suite 8, Tallahassee, Florida 32309 ("Association").

W I T N E S S E T H:

WHEREAS, *Centerville* is a residential subdivision in Leon County, Florida, situated within the real property described on Exhibit A hereto, which is also described in the plats of Centerville Phases 1, 2, 3 and 4, which are recorded in Plat Book 17 Page 50, Plat Book 18, Page 90, Plat Book 19, Page 1, and Plat Book 19, Page 11, respectively, of the Public Records of Leon County, Florida (the "Property"); and

WHEREAS, the Property is subject to the Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3542 Page 1595 of the Public Records of Leon County, Florida, as amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3829, Page 900, and by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3891, Page 981 (collectively, the "Original Declaration"); and

WHEREAS, Declarant is the successor in interest to the original declarant of Centerville, and as such is authorized to modify the Original Declaration pursuant to Article XXX, Section 6 thereof, as fewer than 80% of the Lots have been sold to Owners as of the date of this instrument;

NOW, THEREFORE, Declarant hereby amends and restates the Original Declaration in its entirety and declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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ARTICLE I
Definitions

"ACC" shall mean the Architectural Control Committee, as described in Article IX, Section 2 of this Declaration.

"Assessments" shall mean all annual assessments and special assessments levied by the Association pursuant to this Declaration.

"Board" shall mean the Board of Directors of the Association.

"Common Area" shall mean all real property situated within the Property (including existing and future improvements thereto) less and except the Lots.

"Community Completion Date" shall mean the date upon which all Lots have been conveyed by Declarant, or its predecessor declarants, to Owners.

"House" shall mean a detached single-family residence situated on a Lot.

"Lot" shall mean each of the numbered lots described in the plats of Centerville Phases 1, 2, 3 and 4, which are recorded in Plat Book 17 Page 50, Plat Book 18, Page 90, Plat Book 19, Page 1, and Plat Book 19, Page 11, respectively, of the Public Records of Leon County, Florida.

"Member" shall mean a member of the Association as defined in the Articles of Incorporation of the Association.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Plats" shall mean the plats of Centerville Phases 1, 2, 3 and 4, which are recorded in Plat Book 17 Page 50, Plat Book 18, Page 90, Plat Book 19, Page 1, and Plat Book 19, Page 11, respectively, of the Public Records of Leon County, Florida.

ARTICLE II
Property Rights

1. Owners' Easements of Enjoyment. Every Owner and the members of his family, his tenants and contract purchasers who reside on his Lot shall have an easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any recreational facility, such as the lake house and equestrian facilities, situated upon the Common Area;

(b) the right of the Association to suspend any Owner's voting rights and right to use such recreational facilities for the entire period during which any Assessment against his Lot

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remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility upon approval by vote of two-thirds of the total votes of the Members present or voting by proxy at a duly noticed meeting of the Association.

2. Equestrian Activities and Facilities. Horseback riding shall be permitted throughout the Common Area. Equestrian facilities such as stables, paddocks and fenced pastures shall be limited to the area of the Property designated by the Association ("Equestrian Activity Area"). Any Owner may construct additional equestrian facilities in the Equestrian Activity Area at his own expense upon receipt of the Association's approval therefor, which shall not be unreasonably withheld, conditioned or delayed, provided such proposed improvements do not conflict with any existing improvements and are consistent in character with the improvements that exist as of the date of this Declaration. The Owner proposing such improvements shall pay timely pay the full cost of such improvements so that no construction liens attach to the Property. The Association shall maintain all equestrian facilities at the expense of the Owners utilitzing such facilities. Further, the Association may enter into agreements with third parties to provide equestrian services, such as training and boarding of horses. The Association shall charge the Owners who utilize the equestrian facilities a fee in an amount sufficient to pay the expenses of the maintenance of the equestrian facilities and any third party service providers related thereto.

3. Conservation Areas and Protected Species. Portions of the Common Area are subject to certain conservation easements in favor of and conservation management agreements with Leon County, Florida and the Apalachee Land Conservancy. Those easements and agreements place restrictions on the use of land that is subject thereto, including without limitation the cutting and planting of trees and other vegetation, dumping, excavation, placing of improvements thereon and the use of the property in a manner that is inconsistent with conservation of its natural state. The Property is also home to various endangered and protected species, such as gopher tortoises and the pine snakes. The conservation management agreements establish a Gopher Tortoise Preserve in the southwestern corner of the Property, the location of which shall be clearly marked by the Association at all times. The Declarant, the Association, the Owners, and all persons or entities acting as their agents or contractors shall strictly comply with the terms and conditions of such easements and agreements.

4. Sherman Fox Squirrel Restrictions. In recognition of the existing Sherman Fox Squirrel population and desirability of Sherman Fox Squirrel habitat, and in order to ensure the future protection and preservation of the Sherman Fox Squirrel population and habitat, the Declarant hereby restricts, reserves, excepts and imposes the following restrictions on the Property, and each Owner by the acceptance of a deed for his/her Lot, whether or not expressed in such deed, affirmatively covenants and agrees to refrain or undertake, as applicable, the measures and activities on his/her own Lot to ensure the protection, preservation and maintenance of the existing Sherman Fox Squirrel population as follows:

(a) Sherman Fox Squirrels shall not be harassed, poisoned or killed.

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(b) The Common Area shall be actively managed by the Association to remain in a predominantly open and park like condition in accordance with the Management Plan, and each Owner shall be responsible for mowing his/her Lot in a manner that is compatible with the maintenance of the Common Area in accordance with the Rules and Regulations of the Association.

(c) In the event of the loss of an existing seed producing tree, the Owner shall replace and replant a native tree species, such as long leaf pine, turkey oak, or other mast producing species which constitutes a desirable food source for Sherman Fox Squirrels.

(d) Free ranging dogs and cats could pose a predatory danger to the Sherman Fox Squirrel. Accordingly, all dogs and cats shall be monitored by the Owner and not permitted to roam freely in the Property.

(e) Gray Squirrels are competitive with Sherman Fox Squirrels. Accordingly, Gray Squirrels should not be encouraged.

(f) Notwithstanding the foregoing, these restrictions shall not be interpreted to preclude or otherwise restrict the construction and maintenance of single-family residential dwellings or similar structural improvements and related improvements such as driveways, barns, stables, outbuildings, fencing, and similar structural improvements and related amenities as permitted by the Declaration and the PUD.

ARTICLE III
Membership and Voting Rights

Membership in the Association and the voting rights of the Members of the Association are defined in the Articles of Incorporation of the Association, a correct copy of which is attached hereto as Exhibit B.

ARTICLE IV

Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, hereby covenants, and each Owner by acceptance of a deed for a Lot, whether or not expressly stated therein, is deemed to covenant and agree to pay to the Association: (1) annual Assessments, and (2) special Assessments. Assessments, together with any interest, costs, and reasonable attorney's fees incurred by the Association as set forth herein due to late payment or non-payment, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment shall also be the personal obligation of the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. The Association shall, upon demand, and for a reasonable charge, furnish a certificate setting forth the payment status for Assessments on a specified Lot, which certificate shall be binding upon the Association as of that date.

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2. Purpose of Assessments. Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Lots and for the improvement and maintenance of the Common Area.

3. Annual Assessments. Every Owner shall pay the annual Assessments established by the Association. The Board shall fix the amount and due date for payment of the annual Assessment against each Lot and provide written notice thereof to all Owners on or before December 15th of each calendar year. The initial annual Assessment for a Lot sold by the Declarant to an Owner shall be prorated based on the number of months remaining in the calendar year in which the sale occurs.

(a) The maximum annual Assessment for 2013 shall be $1,200.

(b) From and after January 1, 2014 the maximum annual Assessment may be increased each year not more than 5% above the maximum Assessment for the previous year without a vote of the Board.

(c) The maximum annual Assessment for any year may be increased above 10% by a vote of two-thirds (2/3) of the total votes of Members who votes in person or by proxy, at a meeting duly called for this purpose.

(d) The Board may fix the annual Assessment at an amount not in excess of the maximum.

(e) At any time as the title to a Lot is transferred or conveyed by deed or any other instrument recorded in the Public Records of Leon County Florida, by an Owner other than Declarant there shall be due a $50.00 transfer fee which shall be paid at the closing to the Association.

4. Special Assessments. The Association may levy special Assessments for (i) the costs of capital improvements, or reconstruction, repair or replacement thereof, to the Common Area, including fixtures and personal property related thereto, (ii) any extraordinary, unbudgeted expense of the Association, including but not limited to a deductible under an insurance policy of the Association in the event of a claim or damage or the inadequacy of insurance proceeds to cover the cost of repairs to Common Area improvements. Each proposed special Assessment for capital improvements shall have the assent of two-thirds (2/3) of the number of votes of the Members who vote in person or by proxy at a meeting of the Association duly called for this purpose. The Board shall have the power to approve special assessments for extraordinary, unbudgeted expenses of the Association.

5. Uniform Rate of Assessment. All annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis as established by the Board.

6. Nonpayment of Assessments. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any Assessment that is not paid within thirty (30) days after its due date shall include a $20.00 late fee for each month or portion thereof the Assessment remains unpaid.

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7. Subordination of Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an Assessments thereafter becoming due or from the lien thereof.

8. Obligations of Declarant. Notwithstanding anything herein to the contrary, Declarant may elect to be exempt from the payment of Assessments in any calendar year until the Community Completion Date. If Declarant elects to be exempt from Assessments, Declarant shall pay to the Association the difference between the total expenses incurred by the Association, exclusive of reserves, and the total amount of Assessments levied against Owners; provided, however that in no event shall Declarant be liable for payment of an obligation in excess of the amount Declarant would be obligated to pay if this exemption from payment of Assessments were not in effect.

ARTICLE V
Lots and Houses

Lots shall be used only for residential purposes. No Lot may be subdivided. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a House and ancillary structures. No House shall exceed two stories, excluding basements. All Houses, detached garages and other structures on a Lot shall face the street. All Houses shall meet the following minimum floor areas of heated and air conditioned space, excluding garages and storage areas accessible only from the garage or the exterior:

Blocks A, B, C, D, E, F, G, H, O and P	3,200 square feet
Blocks I, J, M and N	2,800 square feet
Blocks K, L, Q, R and S	2,400 square feet

Building setback requirements for Houses and all other structures shall be as follows for all Lots other than the Lots in Block L and Lots 1-16 of Block M:

Front: 40 feet

Rear: 60 feet

Side: 25 feet, except for corner lots, which shall be subject to a setback of 40 feet for the side facing the street

The setback requirements for all Lots in Block L and Lots 1-16 of Block M shall be as follows:

Front: 30 feet

Rear: 50 feet

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Side: 25 feet, except for corner lots, which shall be subject to a setback of 30 feet for the side facing the street

Eaves and steps may be situated within the required building setbacks.

ARTICLE VI
Driveways, Garages and Other Structures

All detached garages and other accessory buildings, such as workshops and storage buildings or sheds, whether permanent or temporary in nature, shall require the prior approval of the ACC. Every garage shall accommodate a minimum of two cars. No garage door shall face the street towards which the House is oriented unless the garage is detached and located to the rear of the House. All driveways shall be poured concrete or architectural pavers. The driveway on each Lot shall be installed during construction and prior to occupancy of the House. No portion of the driveway may be located nearer than 80 feet to the Lot's rear boundary, or nearer than six feet to the Lot's side boundary.

ARTICLE VII
Fences

Only architectural wood, PVC, iron and aluminum fences and wood privacy fences shall be permitted. The Owner must obtain ACC approval prior to installation of a fence. No fence shall be located within the front setback of a Lot. No opaque or privacy fence shall be located within 80 feet of the rear Lot line. No opaque or privacy fence shall exceed 72 inches in height and no other fence shall exceed 42 inches in height.

ARTICLE VIII
Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located on the Property without the approval of the ACC as to size, location and type of material. Mailboxes shall not be located within utility easements or conservation easement buffer areas.

ARTICLE IX
Architectural Controls

1. Architectural Guidelines. The Association may adopt, publish and modify architectural guidelines setting forth the design standards and requirements for improvements to be made to the Lots. The architectural guidelines shall be enforceable by injunction and have the effect of covenants as if set forth herein verbatim.

2. Architectural Control Committee. The Architectural Control Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to *Centerville*. The ACC shall consist of a minimum of three (3) persons who shall initially be named by the Declarant and who shall hold

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office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the ACC, and to appoint, remove and replace all members of the ACC. The Declarant shall have the right to determine which ACC member will serve as chairperson. In the event that any ACC member fails, refuses or is unable to fulfill his duties as a member of the ACC, then Declarant shall have the right to replace such ACC member. If Declarant fails to replace any such ACC member within fifteen (15) days of being notified of the need for a replacement, then the remaining members of the ACC shall appoint a replacement by majority vote of the remaining members and such replacement shall serve until such time as Declarant either ratifies the appointment or selects another replacement member. Upon the occurrence of the Community Completion Date, the Declarant's rights and responsibilities with respect to the ACC shall automatically transfer to the Board. There is no requirement that any member of the ACC be an Owner. A majority of the ACC shall constitute a quorum to transact business at any meeting, and all decisions shall be made by simple majority of the members present. In lieu of a meeting, the ACC may act in writing only in instances of unanimous decisions of the entire ACC.

3. Duties of the Architectural Control Committee. The ACC shall review the plans and specifications for all proposed Houses, fences and other structures, and any alterations affecting the exterior appearance thereof, upon a Lot in order to ensure conformity with the architectural guidelines established by the Association. The Association shall make available to all Owners a standard application for an ACC review, which shall clearly list all plans, specifications and other documentation required from the Owner.

4. Procedure. Each Owner who desires to make any improvement to a Lot or any alteration or improvement to the exterior of an existing improvement shall follow the procedures set forth below:

(a) **Application**. The ACC shall make available to all Owners and prospective purchasers of Lots, upon request a standard form Application for Approval of the Centerville Conservation Community Architectural Control Committee (the "Application"). The Application shall specify the fees payable by the Owner in connection with ACC review as well as the plans and specifications that are required to be submitted with the Application, including but not limited to site plans, plans and specifications for the proposed improvements, samples of building materials and proposed colors, landscaping and irrigation plans, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion of construction. Every Owner seeking to make improvements to a Lot shall submit a complete Application in accordance with the procedures set forth therein. The ACC will begin its review of an Application only upon receipt of the required fees and a complete Application, which includes all information required to be submitted with the Application. If the ACC determines that additional information is needed from the Owner in order to properly evaluate the proposed House or other Lot improvements, then the ACC shall notify the Owner, and the Owner shall provide all such additional information requested by the ACC within the time frame prescribed in the Application.

(b) **Review.** The Application shall set forth the procedure for ACC review. The ACC may engage a licensed Florida architect (the "Architect") to assist in the review of all applications for ACC approval. The ACC may direct the Architect to review each Application and provide a

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recommendation of whether the plans submitted with such application comply with the architectural design guidelines of Centerville. The ACC shall, in writing, either approve each Application or provide a detailed explanation of the modifications to the plans and specifications that must be made in order to obtain approval. The ACC shall have the right to refuse to approve any plans and specifications that do not adhere to the architectural guidelines of Centerville in the ACC's reasonable discretion.

In the event that the ACC does not approve the submitted plans and specifications, the Owner may request a meeting with the ACC to review the Committee's required modifications to the plans and specifications. The ACC shall make a final written decision after such meeting.

(c) **Appeal.** If the Owner remains dissatisfied with the ACC's decision, and unless the members of the Board and ACC are the same, the Owner may request in writing within thirty (30) days of the ACC's final written decision that the Board review the ACC's decision. The Board shall then schedule a Board meeting to review the ACC's decision, which the Owner shall have the right to attend. The Board meeting shall take place no later than thirty (30) days subsequent to the Board's receipt of the Owner's request. The Board shall provide a written decision as soon as practicable after the meeting. The decision of the ACC, or if appealed, the Board, is final and binding upon the Owner, his heirs, legal representatives, successors and assigns.

(d) **Architectural Review Fee; Design Guidelines Compliance Deposit.** All Owners shall pay an architectural review fee, the amount thereof to be established by the Board from time to time, which shall be submitted with the completed application for ACC review. The fee shall be payable to the Association. No member of the ACC shall be entitled to any compensation for services performed. Qualified consultants, such as architects, may be engaged by the Association to assist the ACC and may be compensated from the fee collected. In addition, if the nature or scope of the proposed improvements will necessitate special architectural or other professional review, the ACC shall notify the applicant that he shall also be responsible for reimbursing the Association for the cost of such review and provide an estimate of such additional fees to the applicant. The Board shall have the authority to require all Owners to submit a design guidelines compliance deposit, and to establish and modify the amount thereof from time to time, together with a completed ACC approval application. The deposit shall be made payable to the Association, and may be held in a non-interest bearing account. The deposit may be commingled with other funds of the Association. The deposit shall be returned to the Owner upon confirmation by the ACC that the Owner's House and other Lot improvements have been constructed in accordance with the plans approved by the ACC. In the event that the ACC determines that the House or other Lot improvements have not been constructed in accordance with the approved Plans, then the deposit may be retained by the Association until such time as the Owner brings his House or Lot, as applicable, into compliance with the Plans. The Association shall have the right to use the deposit in order to defray any expenses incurred in the enforcement of such Owner's compliance. At such time as the ACC determines that the House or Lot has been brought into compliance with the approved plans, the deposit or balance thereof shall be returned to the Owner.

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(e) **Variances.** The Association or ACC has the power to grant variances from the architectural guidelines to any applicant, provided that the variance sought results from a hardship upon the applicant.

5. Exculpation. Neither the Declarant, the Association or its officers, the Board or its members individually, the ACC or its members individually, nor any person acting on behalf of any of them, shall be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action in connection with the architectural review process and resulting approval or disapproval of plans and specifications. Neither the Declarant, the Association or its directors or officers, the ACC or its members, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval is solely responsible for the sufficiency thereof and for the quality of construction.

Each Owner agrees that, by acquiring title to a Lot, it will not bring any action or suit against the Declarant, the Association or its officers, the Board or its members individually, the ACC or its members individually, or their respective agents or contractors for any claims related to the provisions of this Article. The Association will indemnify, defend and hold the Declarant and the ACC and each of its members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors.

ARTICLE X
Construction Requirements

1. Construction Activities. Each Owner shall deliver to the ACC copies of all construction and building permits prior to commencement of any construction activity on the Lot. At all times during construction, the Lot and all partial improvements thereon shall be maintained in a neat and orderly condition. All construction activities shall be performed during the hours of 8:00 a.m. until 6:00 p.m. Monday through Friday and 9:00 a.m. until 6:00 p.m. on Saturday. No construction activities are permitted on Sundays. All contractors and construction material suppliers shall enter and exit Centerville through the gate to the Property specified for contractors. Construction activities shall be performed in a diligent, workmanlike manner and on a continuous basis. The Common Area, including but not limited to roadways and swales, shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept on a Lot or in the Common Area, and no construction materials shall be stored on a Lot or in the Common Area, subject, however, to such conditions and requirements as may be promulgated by the Association. All refuse and debris shall be removed or deposited in a confined or screened area on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Lots in the Property or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the Lot or adjacent property or waterways. All construction activities

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shall comply with such additional rules and regulations relating to the construction site as promulgated by the Association from time to time.

2. Excavation and Fill. The Association or ACC may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, and digging, back filling, and similar activities for utility trenches and house construction. Such standards and requirements may include, but not necessarily be limited to the following: off-site storage of fill, dirt or construction debris, stockpiling of fill from utility trenches, and backfilling utility trenches. Such standards and requirements may vary by Lot and may be imposed by the ACC in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features that protect and enhance the beauty and privacy of the entire Property and to encourage the aesthetic standards of the neighborhood.

3. Compliance. Each Owner is responsible for ensuring compliance with all terms and conditions of the ACC approved plans and specifications and this Declaration by all of its contractors. The Association or the ACC may, from time to time, adopt standards governing the performance or conduct of Owners and contractors. Each Owner and contractor shall comply with such standards. The Association or the ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Property and, if so, each Owner shall include the same therein. In the event of any violation of any such terms or conditions by any contractor, or, in the opinion of the ACC, the continued refusal of any contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating contractor from performing any further services in the Property.

4. Inspection. There is specifically reserved to the Association and ACC, and to any agent or member of either of them, the right of entry and inspection upon any portion of the Property for the purpose of determination whether any violation exists of the terms of any approval, the terms of this Declaration. The ACC may specify in the standard form application for architectural review when in the construction process inspections are to occur. The Owner shall be responsible for ensuring that its contractor notifies the ACC and requests all such inspections at the appropriate times.

5. Violation. If any improvement is constructed or altered without prior written approval of the ACC, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees incurred by the Association. The costs and fees incurred by the Association shall be a lien against the Lot and shall be enforceable pursuant to the provisions of this Declaration. The ACC and Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration by any legal or equitable remedy.

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6. Certificate. In the event that any Owner fails to comply with the provisions of this Article X, the Association may, in addition to all other remedies contained in this Declaration, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

7. Fines. In the event of any violation of the provisions of this Article X, the Association shall have the right to levy a fine against the Owner of up to $50.00 per day per violation until the violation is cured. The fine shall be a lien against the Lot and enforceable pursuant to the provisions of this Declaration.

8. Certificate of Occupancy. Prior to the occupancy of any improvement constructed or erected on any Lot by any Owner other than Declarant, or its designees, the Owner thereof shall obtain a certificate of occupancy from the appropriate governmental authority. The Owner consents to a final inspection by the ACC to determine compliance with architectural and landscape approval issued by the ACC.

ARTICLE XI
Trees

No healthy trees may be removed from a Lot at any time without the prior written approval of the ACC, which shall approve only the removal of trees necessary to construct the House and related improvements that are approved pursuant to Article IX of this Declaration. In the event that an Owner removes a healthy tree from his Lot without prior ACC approval, the Association shall have the right to require the Owner to replace the tree with a similar tree and to specify the size of tree in terms of caliper measurement to be planted. If the Owner fails to adhere to the Association requirements in that regard, the Owner shall be subject to a fine of up to $50.00 per day per violation until the violation is cured. The fine shall be a lien against the Lot and enforceable pursuant to the provisions of this Declaration. Trees may be planted and maintained by an Owner within any of the building setback areas if the foliage line is maintained at a height sufficient to prevent obstruction of the sight lines of other Owners. As provided in Article II, Section 4, in the event of the loss of an existing seed producing tree, the Owner shall replace and replant a native tree species, such as long leaf pine, turkey oak, or other mast producing species that constitutes a desirable food source for Sherman Fox Squirrels.

ARTICLE XII
Nuisances and Garbage

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which would constitute a nuisance. No trash, garbage, yard waste (such as leaves, tree limbs and pine cones), construction debris, or other refuse (collectively, "Garbage") may be allowed to accumulate or remain on any part of any Lot or the Common Area, except in sanitary receptacles or containers located and installed in the manner approved by the Association. All equipment for the storage or disposal of Garbage shall be screened in either a landscaped area or in an architecturally compatible enclosure and must be kept in a clean and sanitary condition and must not be visible from the street nor from any other Lot, except for those times designated for

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collection by the appropriate waste management and collection authority. Owners must make individual arrangements for the prompt and regular removal of all Garbage. The burning of Garbage is prohibited.

ARTICLE XIV
Signs

No sign of any kind shall be displayed in a House or on a Lot that is visible from the roadway or adjacent Lot except for (i) one sign of not more than four square feet in size and a height of not more than four feet above the surface of the ground to advertise a Lot for sale, a House for sale or lease, or to advertise design/build services on a Lot if such Lot is owned by the general contractor, or an owner of a general contracting company, advertising such services; (ii) one sign of not more than four square feet in size and a height of no more than four feet above the surface of the ground to advertise the general contractor performing the construction of a House, which sign must be removed from the Lot prior to occupancy of the House by the Owner; and (iii) a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the House, as provided by Section 720.3035(6), Florida Statutes. The signs referenced in (i) and (ii) above may contain the realtor's or general contractor's name, company logo, phone number, e-mail address and website address, but may contain no other graphics, text or photographs. All signs and sign posts shall be painted MDO board or other material approved in advance by the ACC, but in no event shall unpainted wood, corrugated plastic, aluminum or other metal, PVC, or vinyl banners be permitted for signs or sign posts.

ARTICLE XV
Animals and Crops

No animals, livestock or poultry of any kind shall be kept on any Lot, provided, however, domestic dogs, cats and other common household pets may be kept, provided they are not bred for any commercial purpose and do not pose a nuisance. Free roaming pets are prohibited and may be removed by the Association or contractors acting on its behalf for the protection of wildlife on the Property. Pet owners shall promptly remove their pet's excrement from the Common Area or any Lot belonging to another Owner. Pets must be on a leash at all times when in the Common Area or outdoors in any unfenced area of a Lot.

Crops, vegetables and ornamental plants, except for approved landscaping and vegetable gardens for an Owner's personal use, are prohibited. Any approved garden area must not be visible from any street and may not be used for any commercial purpose.

ARTICLE XVI
Restrictions on Vehicles and Parking

No unenclosed recreational vehicle that is powered by a petroleum-based fuel engine (e.g., go carts and all terrain vehicles) shall be operated within the Property, with the exception of motorcycles and motor scooters operated on the roadways only. Declarant and the Association and contractors acting on its behalf shall be permitted to utilize such restricted vehicles in the furtherance of Lot sales and maintenance of the Common Area. Only

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electric motors shall be allowed on any lake in the Property, except for vessels operated by the Association or contractors acting on its behalf. No vehicle shall be parked within or along any roadway in *Centerville* for a period in excess of 24 hours, for shorter periods on a regular basis or overnight on a regular basis. No boat, trailer, motorcycle, motor home, mobile home, camper, van, plane or recreational vehicle may be parked or stored on any street or any Lot except within an enclosed garage or otherwise screened from view from the streets and neighboring Lots. The Declarant or Association may designate an area within the Property for parking and storage of such vehicles and may charge a reasonable fee therefor.

ARTICLE XVII
Restriction on Commercial Uses

No Lot, portion thereof or improvement thereon may be used for any business, commercial, religious, manufacturing, school or medical purpose. No House or any detached or accessory structure shall be used for the purpose of renting rooms therein or as a boarding house, motel, inn or any other type of transient accommodation.

ARTICLE XVIII
Access to Adjacent Property

No Owner may permit or otherwise authorize any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to real property adjacent to or outside of the Property. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Property, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant.

ARTICLE XIX
Rights of Declarant

1. Declarant's Marketing Activities. The Declarant shall have the right to take such action as it deems appropriate to market the Lots, including, but not limited to, the right to maintain model homes, sales offices and parking associated therewith on the Common Area, posting signs on the Common Area, use of the Common Area and its facilities for marketing functions. Declarant has the right to market Centerville and the Lots in advertisements and other media by use of, among other things, pictures or drawings of the Property, Common Area, Lots and Houses.

2. Exemption from Architectural Review. Any improvements, alterations or demolition of existing improvements of any nature by the Declarant shall not be subject to the review of the ACC or the Association.

3. Duration of Rights. The rights of Declarant set forth in this Declaration shall expire upon the Community Completion Date.

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ARTICLE XX
Rules and Regulations

The Association shall have the power to establish rules and regulations governing the use of the Common Area, the maintenance of Lots and improvements thereto, and other matters related to the health, welfare or safety of the occupants of *Centerville*.

ARTICLE XXI
General Provisions

1. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Exculpation. Neither Association nor Declarant shall in any way or manner be liable or responsible for any violation of this Declaration by any other person or entity. Neither Declarant nor Association make any representations whatsoever as to prevention of crime resulting from the attempt to restrict access through the installation of gates at the entrances to the Property. The Association and each Owner does hereby hold Declarant harmless from any loss or claim arising from the occurrence of any crime or other act within the Property.

3. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Until Declarant sells more than eighty percent (80%) of Lots to Owners, the Declarant shall have the unrestricted right to amend, modify, or otherwise change this Declaration as it, in its sole discretion, deems appropriate. No amendment shall affect the rights of Declarant without the prior written consent of the Declarant, which may be withheld in Declarant's sole discretion. Any such amendment shall be recorded in the public records of Leon County, Florida.

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IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal on the day and year first above written.

Signed in the presence of the following witnesses:

Signature of Witness

Signature of Witness

Centerville Group, LLC,
a Florida Limited Liability Company

By:

Print Name: Leed Silverfield

As its: President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me the 5 day of June, 2013, by Leed Silverfield, as President of Centerville Group, LLC, a Florida limited liability company, who is (✓) personally known to me or ( ) who has produced _____ as identification and who executed the foregoing instrument for the purposes therein expressed.

ANGELA MARDINI
Notary Public, State of Florida
My Comm. Expires Mar. 17, 2017
Commission No. EE 884487

Angela Mardini

Notary Public
State of Florida at Large
My Commission expires:

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JOINDER

Centerville Community Owners' Association, Inc., a Florida not for profit corporation, hereby joins with the covenants, conditions and restrictions imposed by this instrument as an amendment and restatement of all covenants, conditions and restrictions imposed by that certain Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3542, Page 1595 of the Public Records of Leon County, Florida, as amended by First Amendment to the Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3829, Page 900, and by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for *Centerville* recorded in Official Records Book 3891, Page 981.

Signed, Sealed in the presence of:

Angela Mardini
Signature of Witness Angela Mardini

Melissa K Myers
Signature of Witness Melissa K Myers

Centerville Community Owners' Association, Inc.

By: _____

Print Name: KARL B. HANSON

As its: PRESIDENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me the 6th day of June, 2013, by Karl Hanson, as President of Centerville Community Owners' Association, Inc., a Florida Not For Profit Corporation, who is (✓) personally known to me or ( ) who has produced _____ as identification and who executed the foregoing instrument for the purposes therein expressed.

ANGELA MARDINI
Notary Public, State of Florida
My Comm. Expires Mar. 17, 2017
Commission No. EE 884487

Angela Mardini
Notary Public
State of Florida at Large
My Commission expires:

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EXHIBIT A

Commence at the Northwest corner of Section 20, Township 2 North, Range 2 East, Leon County, Florida and run North 88 degrees 47 minutes 42 seconds East 2664.82 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 25 minutes 34 seconds East 1353.25 feet to a terra cotta monument, thence run North 89 degrees 39 minutes 33 seconds East 561.88 feet to a re-rod marked COT (City of Tallahassee), thence run South 00 degrees 21 minutes 33 seconds East 184.87 feet to a re-rod marked COT (City of Tallahassee), thence run North 88 degrees 32 minutes 33 seconds East 181.62 feet to a re-rod marked COT (City of Tallahassee) lying on the Northwesterly right-of-way boundary of Centerville Road, thence run Southwesterly along said right-of-way boundary the follow thirteen (13) courses: South 31 degrees 25 minutes 04 seconds West 51.30 feet to a concrete monument (marked #732) marking a point of curve to the right having a radius of 2791.88 feet, through a central angle of 10 degrees 48 minutes 13 seconds for an arc distance of 526.43 feet, chord being South 36 degrees 46 minutes 07 seconds West 525.65 feet to a concrete monument (marked #732) marking a point of compound curve having a radius of 2657.07 feet, through a central angle of 16 degrees 54 minutes 46 seconds for an arc distance of 784.33 feet, chord being South 50 degrees 38 minutes 03 seconds West 781.48 feet to a re-rod (marked #732), South 59 degrees 05 minutes 50 seconds West 1361.21 feet, South 58 degrees 46 minutes 43 seconds West 820.80 feet to a point of curve to the left, having a radius of 12358.19 feet, through a central angle of 02 degrees 05 minutes 30 seconds for an arc distance of 451.16 feet, chord being South 57 degrees 43 minutes 58 seconds West 451.13 feet, South 56 degrees 41 minutes 13 seconds West 7.68 feet to a point of curve to the left having a radius of 2106.15 feet, through a central angle of 06 degrees 21 minutes 00 seconds for an arc distance of 233.42 feet, chord being South 53 degrees 30 minutes 43 seconds West 233.30 feet to a concrete monument (marked #732), South 50 degrees 20 minutes 13 seconds West 6.26 feet to a concrete monument (marked #732), South 50 degrees 31 minutes 30 seconds West 27.92

feet to a concrete monument (marked #732) marking a point of curve to the left having a radius of 1715.19 feet, through a central angle of 08 degrees 30 minutes 00 seconds for an arc distance of 254.46 feet, chord being South 46 degrees 03 minutes 48 seconds West 254.22 feet to a concrete monument (marked #732), South 41 degrees 49 minutes 10 seconds West 109.26 feet to a concrete monument (marked #732), South 41 degrees 02 minutes 58 seconds West 36.46 feet to a re-rod lying on the intersection of the Northwesterly right-of-way boundary of said Centerville Road with the approximate centerline of Pisgah Church Road, thence run Northwesterly along said centerline the following eight (8) courses: North 70 degrees 53 minutes 37 seconds West 894.88 feet to a re-rod, North 69 degrees 50 minutes 02 seconds West 569.23 feet to a re-rod, North 63 degrees 06 minutes 34 seconds West 194.89 feet to a re-rod, North 67 degrees 59 minutes 59 seconds West 645.90 feet to a re-rod (marked #732), North 70 degrees 17 minutes 12 seconds West 328.06 feet to a re-rod, North 80 degrees 13 minutes 59 seconds West 597.38 feet to a re-rod (marked #732), North 81 degrees 18 minutes 06 seconds West 1131.49 feet to a re-rod, North 81 degrees 54 minutes 22 seconds West 210.71 feet, thence leaving said centerline run North 01 degrees 44 minutes 57 seconds West 2999.50 feet, thence run North 00 degrees 17 minutes 04 seconds West 1625.85 feet to a concrete monument, thence run South 89 degrees 52 minutes 53 seconds East 2613.40 feet to a concrete monument, thence run South 89 degrees 54 minutes 56 seconds East 3473.13 feet to a concrete monument (marked #732), thence run North 00 degrees 25 minutes 36 seconds East 2404.29 feet to a terra cotta monument, thence run North 89 degrees 21 minutes 01 seconds East 1758.27 feet to a concrete monument, thence run South 00 degrees 27 minutes 08 seconds East 3977.96 feet to a concrete monument, thence run South 89 degrees 23 minutes 23 seconds West 474.05 feet to the POINT OF BEGINNING containing 975.82 acres, more or less.

SUBJECT TO a 100.00 foot wide powerline easement lying over and across a portion thereof as described in Deed Book 128, Page 502 of the Public Records of Leon County, Florida.

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EXHIBIT B

FILED
05 FEB 24 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CENTERVILLE COMMUNITY OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, I, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is CENTERVILLE COMMUNITY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is 1208 Hays Street, Tallahassee, Florida 32301.

ARTICLE III

REGISTERED AGENT

Nancy M. Wallace, Esq., whose address is 106 E. College Avenue, Suite 1200, Tallahassee, Florida 32301, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the

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Common Area and other maintenance as is further provided in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Centerville recorded or to be recorded with the office of the Clerk of the Circuit Court of Leon County, Florida; to provide for the architectural control of the Homes (as defined in the Declaration) within Centerville; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association, and in furtherance of these purposes, to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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(e) dedicate, sell or transfer all or any part of the Common Areas to any public agency or authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of the membership in the Association and seventy-five percent (75%) of the Board of Directors of the Association; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have and exercise.

ARTICLE V

MEMBERSHIP

Each Lot which is subject by covenants of record to assessment by the Association shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities, owning such Lot, except that no person or entity holding an interest or title to a Lot as security for performance of an obligation shall acquire the membership appurtenant to such Lot by virtue of such interest or title. In no event may any membership be severed from the Lot to which it is appurtenant.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership. All Owners and the Declarant shall be Members and shall entitled to one vote for each Lot owned. When more than one (1) person

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holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) members, and in the future the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation. The number of Directors on the Board of Directors shall be an odd number.

The names and addresses of the persons who are to act in the capacity of Director until the selection of their successors are:

NAME	ADDRESS
Hurley H. Booth, Jr.	1208 Hays Street Tallahassee, Florida 32301
Britt Hamill	1208 Hays Street Tallahassee, Florida 32301
George Morris	1208 Hays Street Tallahassee, Florida 32301

At the first annual meeting after the Declarant no longer holds at least fifty (50) percent of the voting interests in the Association, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and a fifth (5th) director for a term of three (3) years. The candidate receiving the largest number of votes shall serve as director for three (3) years; the two candidates receiving the second and third largest vote shall serve as directors for two (2) years; and the two candidates receiving the fourth and fifth largest vote shall serve as directors for

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one (1) year. At each annual meeting thereafter the members shall elect the appropriate number of directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of members. The names of the officers who are to serve until the first election of officers are:

PRESIDENT	HURLEY H. BOOTH, JR.
VICE PRESIDENT	BRITT HAMILL
SECRETARY/TREASURER	GEORGE MORRIS

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys'

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fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association, unless and only to the extend that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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C. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. However, such Director or officer must disclose such financial or other interest. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

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ARTICLE XI

BY LAWS

By-Laws shall be initially adopted by the Board of Directors after which these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XII

ANNEXATION

Residential Property, common area and recreational facilities may be annexed to the Property with the consent of a majority of the Board of Directors of the Association. Such Annexation shall become effective upon the recording of an amendment to the Declaration in the Public Records of Leon County, Florida.

ARTICLE XIII

AMENDMENTS

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the assent of not less than seventy-five percent (75%) of the total number of votes of the membership, except that the Board of Directors may amend these Articles of Incorporation without the assent of the membership to correct any ambiguities, scriveners errors or conflicts appearing within these Articles of Incorporation.

ARTICLE XIV

DISSOLUTION

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The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.1402 et seq.

ARTICLE XV

DURATION

The corporation shall exist perpetually.

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator is as follows:

NAME	ADDRESS
Nancy M. Wallace	106 E. College Ave., Suite 1200 Tallahassee, Florida 32301

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 24th day of February, 2005.

Nancy M. Wallace, Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS

FOR SERVICE OR PROCESS WITHIN

THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Statute:

CENTERVILLE COMMUNITY OWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal offices at 1208 Hays Street, Tallahassee Florida 32301, has named Nancy M. Wallace, whose office is located at 106 E. College Avenue, Suite 1200, Tallahassee, Florida 32301 as its agent to accept service of process within the State.

NANCY M. WALLACE

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

NANCY M. WALLACE

FILED
05 FEB 24 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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