

THIS INSTRUMENT PREPARED BY
ATTORNEY JOHN L. BISCHOF
VILLAS OF WESTRIDGE HOA
PO BOX 13237
TALLAHASSEE FL 32317
850-894-2900

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF WESTRIDGE, PHASE I
STATE OF FLORIDA, COUNTY OF LEON**

RECITALS

- A. The Declaration of Covenants and Restrictions ("Covenants") for VILLAS OF WESTRIDGE, was executed on June 21, 1983, by Century Construction Corporation ("Developer"), which caused the Covenants to be recorded at ORB 1070, Page 2337, of the Public Records of Leon County, Florida, on June 24, 1983.
- B. Villas of Westridge is more particularly described in that plat of Villas of Westridge Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 9, page 11 of Public Records of Leon County, Florida.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Association, acting for and on behalf of the members of the Association, does hereby make and impose the following Amended and Restated Declaration of Covenants and Restrictions ("Amended Declaration") with the intent that such Amended Declaration be binding upon all persons deriving title through the Developer and any current or future member of the Association or owner of any lot within Villas of Westridge. The amended covenants set forth hereinafter, during their lifetime, shall be for the benefit of and constitute a limitation upon all present and future owners of the real property within Villas of Westridge. This Amended and Restated Declaration shall supersede and replace the Covenants and shall become effective immediately upon recording in the public records of Leon County, Florida, and shall run with the aforementioned property within Villas of Westridge and shall be binding upon all such owners, their heirs, successor, personal representatives and assigns.

**ARTICLE ONE
PROPERTY SUBJECT TO THIS DECLARATION**

Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this declaration is located in Leon County, Florida, and is more particularly described as Villas of Westridge, as recorded in the public records of Leon County, Florida as noted above.



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ARTICLE TWO DEFINITIONS

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

- (a) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living area.
- (b) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- (c) "Lot" shall mean and refer to any numbered or lettered plot of land shown upon any recorded subdivision map of the Properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple tide to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (e) "The Properties" shall mean and refer to all such existing properties or real property and additions thereto, as are subject to this Amended Declaration or any supplemental Declaration.
- (f) "Association" shall mean and refer to the Villas of Westridge Homeowners' Association, Inc.
- (g) "Subdivision" shall mean and refer to Villas of Westridge.

ARTICLE THREE. GENERAL PROVISIONS

- (a) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part, provided that written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.
- (b) Notices. Any notice required to be sent to any Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known



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address of the person who appears as Owner of record at the time of such mailing or by electronic means when the Owner consents to such notice. Notice of the annual meeting, a special meeting of all members, a regular board meeting or special board meeting shall be deemed properly sent when posted on the property, mailed to the last known address of the person who appears as Owner of record at the time of such mailing or by electronic means when the Owner consents to such notice. Notice will be given at least 7 days in advance of an annual meeting, a regular or special board meeting.

ARTICLE FOUR
ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the aforementioned plat.

ARTICLE FIVE
ASSOCIATION

- (a) The Association shall be known as Villas of Westridge Homeowners Association, Inc., and shall be incorporated under the laws of the State of Florida, as a corporation not for profit. The property owners (members) shall be responsible for operating the Association.
- (b) The owner of each lot in the Subdivision must automatically be a member of the Association; provided, however, that where any tract or lot is owned by more than one person, one of the owners shall be designated to exercise all the rights of membership on behalf of all of the owners of the parcel or lot.
- (c) In the event such owner is a corporation, such corporation shall designate one of its officers to act on behalf of the corporation with respect to membership privileges in the Association.
- (d) Each member shall be entitled to one vote in all matters upon which the Association members are entitled to vote, pursuant to the bylaws of the Association.

ARTICLE SIX
ASSESSMENTS

- (a) In determining the pro rata share of the cost of any expense of the Association, as provided in these restrictions, which is to be allocated among and paid by the owners to the Association and the total number of lots shall be divided into the cost to be allocated, with each lot assessed the resultant cost thereof.



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- (b) The owner of the lot shall be the person liable to the Association for payment of the cost allocated to such lot, and such cost shall constitute a lien against such lot, which lien shall be enforceable in the manner provided by and governed by the provisions set forth in these restrictions.
- (c) Each owner shall contribute to the Association an amount to be determined at the annual meeting by a majority vote of a quorum of members present in person, which sum shall be collected and deposited to the account of the Association. The annual fee is due and payable as determined by the Board of Directors.
- (d) The owner of each lot, whether a unit has been constructed on the property or not, shall be liable to the Association for the payment of the cost allocated to such lot.

ARTICLE SEVEN
SPECIAL ASSESSMENTS

In the event expenses are incurred on behalf of the Association for which additional funds shall be required, each lot shall be assessed a pro rata share of the costs allotted to each lot on the basis of the total assessment divided by the total number of lots.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

ARTICLE EIGHT
LIENS

- (a) All assessments and sums owing by an owner to the Association, as provided herein, or as may be provided under the Bylaws of the Association, shall be secured by a lien upon the lot of the owner and shall continue with the transfer of the property to new owners.
- (b) If any sum due by an owner to the Association is not paid within thirty (30) days from the date of billing by the Association to the owner, penalties and interest thereon at the rate of eighteen (18%) percent per annum may be assessed, accruing from a date thirty (30) days after the date of such billing, which penalties and interest shall also be secured by such lien. An initial late fee of twenty-five dollars (\$25.00) will be assessed if dues are not paid within thirty (30) days from the date of billing by the Association to the owner and an additional late fee of five dollars (\$5.00) per month will be due for each month the assessments are not paid. In the event an attorney is used for the collection of delinquent assessments, the homeowner shall be responsible for reasonable



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attorney fees.

- (c) Such lien shall attach to and become effective against the lot upon filing of a notice of lien by the Association among the Public Records of Leon County, Florida, which shall describe the tract, lot or unit, the amount owing, and the date of the commencement of the accrual of interest. Such lien shall be subordinate and inferior to the lien of any mortgage recorded prior to the filing of the aforesaid notice. Where a mortgagee of record obtains title to a lot as a result of a mortgage foreclosure, or where said mortgagee accepts a deed to a lot in lieu of foreclosure, such acquired title, his or its heirs, successors and assigns, shall be liable for the assessments pertaining to such lot or chargeable to the former owner of such lot which became due prior to the acquisition of the title to such lot as a result of the mortgage foreclosure or the acceptance of a deed in lieu of foreclosure. At the time of possession, the mortgagee may exercise its right to pay all dues owed for the preceding twelve months or 1% of the mortgage whichever is less. The remainder of any delinquent dues shall be owed upon the sale of the property to a homeowner.
- (d) A copy of such notice shall be sent by the Association to the owner within thirty (30) days after filing of the same among the Public Records of Leon County, Florida. However, failure of the Association to send such notice to the owner shall in no way invalidate the lien.
- (e) In the event lien foreclosure proceedings are commenced, the owner shall be obligated to pay, in addition to the other sums secured thereby, all costs and expenses reasonably sustained or incurred in connection with said foreclosure, including reasonable attorney's fees.

ARTICLE NINE
USE OF FUNDS

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the properties.
- (b) Until changed by the Board of Directors, the Assessments per lot are \$66 per quarter or \$264 annually. Quarterly assessments shall become due and payable on the 1st day of January, April, July and October. Assessments shall be considered late on the 10th of each month and subject to a late fee of \$5.00 per month and interest as allowed by Florida Statutes. The Board of Directors may increase or decrease the annual assessments, but not more frequently than once per calendar year.
- (c) The annual assessment may not be increased more than 10% each year.
- (d) All of the funds paid to the Association shall be maintained in the bank account in the name of the



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Association and shall be applied solely for the maintenance, insurance, administration and operation of the Association and expenses incurred in the normal course of its affairs.

- (e) Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held in trust for the owners in accordance with their respective interest therein.
- (f) Association funds shall be disbursed by check or by electronic means.

ARTICLE TEN
ANNUAL MEETING AND QUORUM

Written notice of any meeting called for the purpose of taking any action to raise assessment or assess a special assessment, shall be sent to all members no less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes shall constitute a quorum. A quorum is established when 3.0% of the voting membership is represented by presence or proxy unless a lower number is established by statute.

ARTICLE ELEVEN
MEMBERSHIP AND VOTING RIGHTS

- (a) Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- (b) The voting membership shall be one vote for each Lot owned.
- (c) When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE TWELVE
ASSOCIATION AREAS OF RESPONSIBILITY

- (a) It shall be the responsibility of the Association to supervise and administer all requirements of the protective covenants.
- (b) It shall be the responsibility of the Association to insure that "Common Areas" described in Article 13 and other applicable articles herein are continually maintained and repaired pursuant to Article 13 and as provided in said article and other applicable articles herein.



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ARTICLE THIRTEEN
COMMON AREAS and PROPERTY RIGHTS

- (a) The common areas shall include, but not be limited to, the following:
- (1) The open space and front entrance areas not included in any of the lots;
 - (2) All easements, including those for utilities, parking, roadways and other purposes, but not those easements included in any lot;
 - (3) Such other areas as may be determined by the Association to be common areas as may be required for the preservation of the property and the safety of the inhabitants of the subdivision.
- (b) Every Owner shall have a right to the following provisions:
- (1) the right of the Association to charge reasonable usage fees for the use of any garbage or refuse disposal equipment so placed or situated upon the Common Area by the Board of Directors;
 - (2) the right of the Association to suspend the voting rights and right to use the garbage disposal facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
 - (3) 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 purpose and subject to such conditions as may be agreed to by the members (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of members has been recorded); and
 - (4) the right of individual Owners to the exclusive use of parking spaces as provided in this Article.
- (c) Common areas shall not be used by members, owners or others for any purpose, including, but not limited to, parking of inoperable vehicles, dumping of renovation refuse or large bulk items such as furniture or house hold appliances.
- (d) Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and garbage disposal facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- (e) Ownership of each Lot shall entitle the Owner or Owners thereof to the use of two parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The parking rights shall be provided by or so stipulated in the Unit Owners Deed.



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ARTICLE FOURTEEN
LIMITATION OF LIABILITY OF ASSOCIATION

Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the subdivision property, the Association shall not be liable to owners for personal injury or property damage caused by a latent defect or condition of the property to be maintained and repaired by the Association or caused by acts of God or by third persons. As a member of the Association, each individual property owner specifically agrees and consents to this article.

ARTICLE FIFTEEN
MAINTENANCE SERVICES

The maintenance services for the designated "front entrance common areas" herein shall be provided by the Association and each owner shall pay to the Association his pro rata share of the cost of the maintenance thereof as part of their annual dues. Maintenance services shall include but not be limited to the following:

- (a) Areas at and around the entrance;
- (b) The maintenance of any entrance sign and street signs; and
- (c) The maintenance and upkeep of lighting at or around the entrance.

ARTICLE SIXTEEN
ARCHITECTURAL CONTROL

- (a) No building, fence, wall or other structure shall be erected, placed, or altered on any lot and no clearing or grading of any lot shall take place until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot clearing and grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.
- (b) No building, wall, structure or other additional improvements shall be erected or placed upon any lot, nor shall the same be added to, deleted from or altered until the plans, drawings and specifications therefore and the location thereof upon the lot having been approved by the Association as to quality of workmanship and material, harmony of external design with existing or proposed structure and as to location upon a lot or building site.



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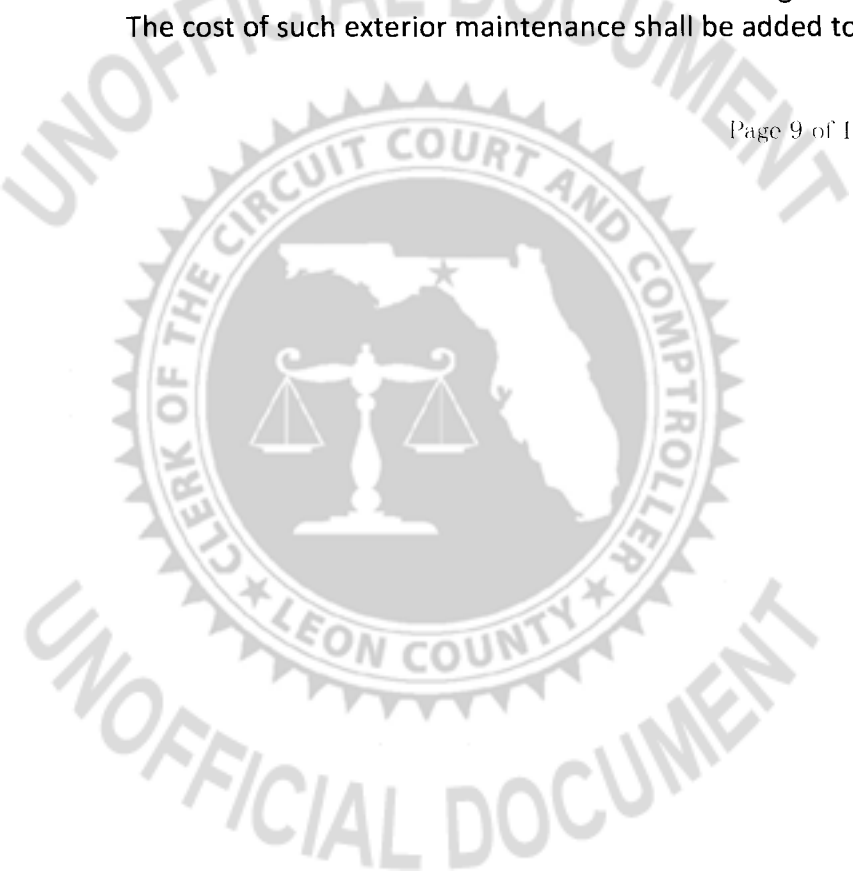
- (c) All plans submitted shall include a plot plan showing the location of the proposed improvements upon a building site. Refusal of the approval of the plans and specifications or location of the improvements by the Association may be based upon any ground, including solely aesthetic grounds.
- (d) The issuance of a building permit or license by any governmental authority shall not prevent the enforcement of these provisions, nor negate the requirement of the Association's approval. The Association shall assume all powers and responsibilities of the Architectural Control Committee pursuant to and as provided for herein.

**ARTICLE SEVENTEEN
ARCHITECTURAL CONTROL COMMITTEE**

- (a) Membership. The Architectural Control Committee shall be composed of at least three members of the Association appointed by the Board of Directors or the Board of Directors may serve as the Architectural Control Committee. No member of the Architectural Control Committee or any designated representative of such committee shall be entitled to any compensation for services performed pursuant to this covenant. All references to the Committee hereinafter contained shall mean and include the Committee's designated representative as well as any and all successor committee members.
- (b) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of any site construction, such plans and specifications shall be submitted to the Committee, or its representative

**ARTICLE EIGHTEEN
EXTERIOR MAINTENANCE**

The Owner of each lot shall be responsible for the maintenance, repair, cleaning of the lot and the building located on each lot. In the event of an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which



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such Lot is subject and shall be immediately due and payable.

ARTICLE NINETEEN PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use; provided, however, the foregoing shall relate only to the structural integrity of said wall and to such repair and maintenance as is reasonable necessary to maintain such wall in a condition as will cause the same to serve the purpose for which it was intended.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by a fire or other casualty, and Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, and Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party wall shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be made by a majority of all the arbitrators.

ARTICLE TWENTY LAND USE AND BUILDING TYPE

(a) No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain in any lot.

ARTICLE TWENTY-ONE TEMPORARY STRUCTURES; TRAILERS AND BOATS, ETC.

(a) No structure of a temporary character, basement, tent, shack, barn, mobile home, or other outbuilding of any type shall be located on any lot at any time. Moving PODS may be stored for one week only.



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- (b) Only legally registered and/or vehicles with a current tag may be parked in the designated parking spaces, including, all automobile, trucks, boats, trailers, campers, commercial trucks, recreational vehicles. All vehicles must fit in a designated parking space and may not be stored on the grass or other location.

**ARTICLE TWENTY-TWO
LOT AREA AND BUILDING LOCATION**

- (a) No dwelling shall be erected or placed on any lot that was not so annotated on the original subdivision plat.
- (b) No building shall be located on any lot nearer to the front line, rear lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than twenty (20) feet to any side street line.
- (c) No building shall be located nearer than ten (10) feet to an interior lot line and must be at least twenty (20) feet from an existing adjacent house. No dwelling shall be located on any lot nearer than thirty-five (35) feet to the rear lot line.
- (d) No driveway shall be located in any other manner than that which was constructed by or during the original development of the subdivision.
- (e) Except as otherwise provided, no fence of any kind shall be placed or constructed nearer to the front property line than the building setback line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two (2) inches to an interior lot line. All fences shall be wood and shall not exceed six (6) feet in height.
- (f) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

**ARTICLE TWENTY-THREE
PARKING SPACES**

Each Living Unit shall have provisions to park two (2) vehicles in front of the property, in such a manner that they do not protrude into the street.



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ARTICLE TWENTY-FOUR
PARKING RESTRICTIONS

No owner of a Lot shall park, store, or keep any vehicle except wholly within the parking space designated. No Owner of a Lot shall repair or restore any vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Only legally registered and/or vehicles with a current tag may be parked in the designated parking spaces, including, all automobile, trucks, boats, trailers, campers, commercial trucks, recreational vehicles. All vehicles must fit in a designated parking space and may not be stored on the grass or other location.

ARTICLE TWENTY-FIVE
MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location, and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE TWENTY-SIX
DRIVEWAY AND WALKWAY CONSTRUCTION

All driveways shall be constructed of concrete or asphalt unless specifically waived by Architectural Control Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Architectural Control Committee. All culverts under said driveway shall meet the approval of the Architectural Control Committee and shall be consistent with all neighbor driveway culverts. All culverts must be at least 18" in diameter with concrete or asphalt mitered end sections. All driveways shall be sloped and rounded so that all water shall drain away from existing buildings.

ARTICLE TWENTY-SEVEN
SATELLITE AND TELEVISION ANTENNAS

- (a) All satellite dishes or other exterior communication device must be approved by the Board of Directors or it duly appointed Architectural Control Committee before installation.



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ARTICLE TWENTY-EIGHT GARBAGE AND REFUSE DISPOSAL

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, rubbish or other waste. Trash, garbage, furniture or other waste shall not be allowed to accumulate on the property or on any part of the front of any residence. All unit owner refuse equipment placed on site for the storage or disposal of renovation debris shall be kept in a clean and sanitary condition and shall not be located or placed on the street. The cost for removing Trash, garbage, furniture or other waste shall not be allowed to accumulate on the property or on any part of the front of any residence by a tenant / renter will be the responsibility of the unit owner and can be so billed by the Board of Directors directly back to the Unit Owner by a 2/3rds vote of the Board of Directors.

ARTICLE TWENTY-NINE SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent and/or a security sign. All such signs exceeding the five (5) square feet requirement must be approved in writing by the Architectural Control Committee or in their absence by the Board of Directors.

ARTICLE THIRTY EASEMENTS

- (a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- (b) Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments and the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.
- (c) The Properties and each Lot shall be subject to all easements reflected on the plat of Villas of Westridge Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 11, of



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Public Records of Leon County, Florida. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

(d) The Declarant hereby reserves, accepts, imposes and creates the hereinafter described cross-easements to and on behalf of the Declarant, the Owners, their grantee, heirs and successors in interest for parking, pedestrian walkways, utilities, ingress and egress. Attached hereto as Exhibit "B" and incorporated herein by reference are legal descriptions of the easement areas which will serve each of the Lots (as defined in this Declaration,) located within a platted lot described in that plat of Villas of Westridge Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 11 of the Public Records of Leon County, Florida. The easement provided for herein over, under and across each of the easement areas described in Exhibit "B" shall be for the benefit of the Declarant and the Owners of the Lots located within the said platted lot served by the easement. Each of the easement areas, described in Exhibit "B", and all improvements, shall be maintained by the Association. Within these easements, no structure, planting of other material which may interfere with the use and purpose of the easement shall be placed or permitted to remain.

ARTICLE THIRTY-ONE
LIVESTOCK AND POULTRY

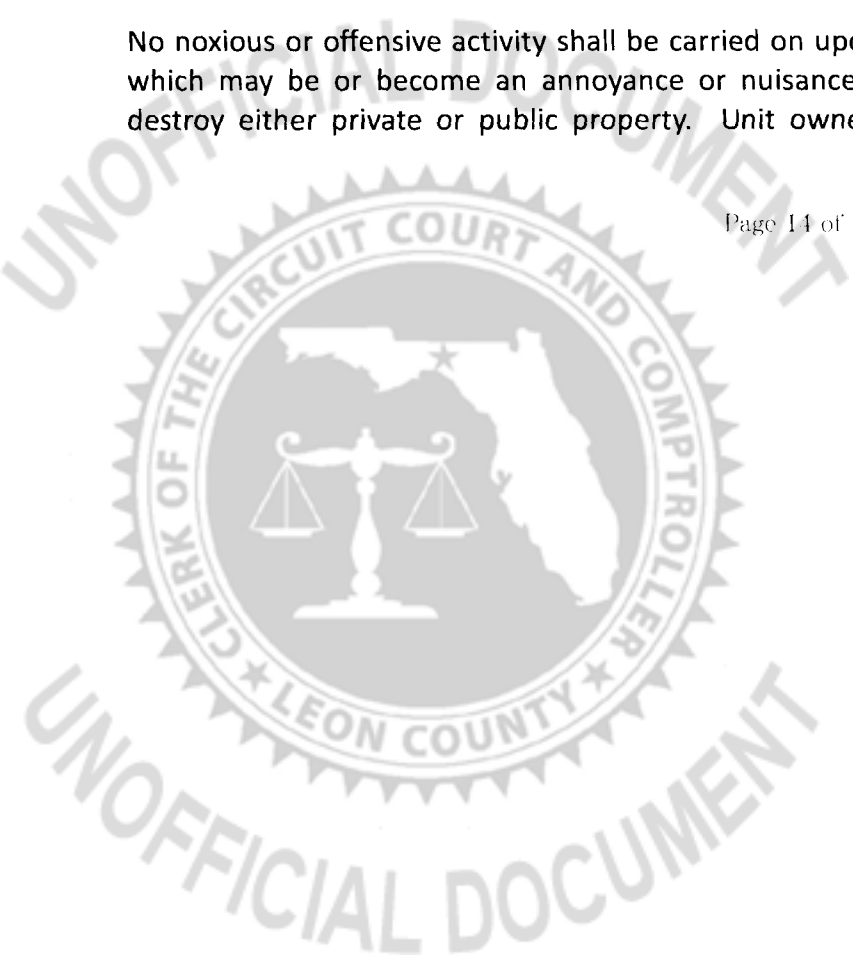
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, exceptions being domestic dogs, cats or other household pets. Such animals may be kept, provided they are not kept, bred or maintained for any commercial purpose and, further, provided that they are not allowed to wander or roam freely about the neighborhood. The Unit Owners may, at their discretion, prohibit or establish a reasonable limitation for the number of household pets allowable for each residence.

ARTICLE THIRTY-TWO
OIL AND MINING OPERATIONS

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

ARTICLE THIRTY-THREE
NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. Unit owners and or residents within reasonable limits,



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reserve the right to call civil authorities for assistance in controlling the peace and harmony of the subdivision.

ARTICLE THIRTY-FOUR BUSINESS USE PROHIBITED

No business or occupation of any type shall be conducted on or from any lot that is not in compliance with current zoning laws.

ARTICLE THIRTY-FIVE MOTORIZED VEHICLES

Any motorized vehicles operating within the subdivision area must be properly muffled so as to eliminate noise, which might be offensive to others. Only motorized vehicles properly registered with the State of Florida for on-road use shall be operated upon the roadways of the Villas of Westridge Subdivision. Four-wheel "go-cart" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within Villas of Westridge Subdivision. This does not apply to vehicles used by the U.S. Post Office Department or by law enforcement agencies. All vehicles operated in the area are subject to speed limit signs posted in the subdivision.

ARTICLE THIRTY-SIX ENFORCEMENT AND FINES

- (a) The provisions hereof may be enforced by the Association or any owner. In the event of any violation or breach of any provision hereof by any person, any party entitled to enforce these provisions shall have the right to proceed at law to compel a compliance with the terms, or to prevent a violation or breach hereof. In addition, whenever there shall have been built upon any lot a structure which is in violation of this covenant, the Association shall specifically have the right to enter upon the lot where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.
- (b) Should the Association bring any proceedings or take any action to compel a compliance with the terms hereof or to prevent a violation or breach thereof, the owner of the lot in question shall be obligated to pay to the Association all costs incurred, including a reasonable attorney's fee.
- (c) As an additional means of enforcing the provisions hereof, and as authorized by section 720.305 of the Florida Statutes, the Association may levy reasonable fines, up to \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. The Association must give at least 14-day notice to the



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person sought to be fined or have their voting rights suspended and provide an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed.

- (d) In addition to any other remedy provided herein, the Association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

ARTICLE THIRTY-SEVEN
WAIVER

The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to do so thereafter as to either the same breach or a subsequent breach.

ARTICLE THIRTY-EIGHT
SEVERABILITY

Invalidation of one or more of the provisions hereof by a court of competent jurisdiction shall in no way affect any other provisions hereof, all of which shall remain in full force and effect.

ARTICLE THIRTY-NINE
AMENDMENT

The provisions hereof may be modified, amended or repealed at any time by a majority vote of lot owners or by the majority vote of a quorum at any annual or special meeting of the Association members in accordance with the Association Bylaws. Quorum is defined as ten percent of the members entitled to vote, represented in person. The provisions hereof notwithstanding, no additional restrictions placed upon lands in the Subdivision by the Association shall affect the lien of any mortgage then encumbering any lands in the Subdivision, nor the right or powers of the holder of any such mortgage.

ARTICLE FORTY
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges not 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 not be deemed a waiver of the right to do so thereafter.



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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restriction of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after that 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 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, the Declarant may amend the description of the Lots, as defined in Exhibit "A" without the consent of the members, provided that the FHA and the VA approve any such amendment and the Amendment does not affect the description of a Lot previously conveyed and held by an Owner other than the Declarant. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential properties and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of members; and (b) additional land within the lands described in that warranty Deed recorded in Official Records book 1021, Page 893 of the Public Records of Leon County, Florida, and the lands described in that Warranty Deed recorded in Official Records Book 1021, Page 891 of the Public Records of Leon County, Florida, may be annexed by the Declarant without the consent of members within seven (7) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. Any such annexation shall subject such land to these Declarations, Restrictions and Covenants and each Lot (and the Owners thereof) in such annexed area shall have the same rights, benefits, obligations and duties as the lands herein subjected to these Declarations, Restrictions and Covenants.

Section 5. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions. The conveyance of parcels located within the Properties, or within additional property hereafter annexed, to the Association for the common use and enjoyment of the Owners pursuant to Article I, Section 5 hereof will not require the approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE FORTY-ONE
EFFECT

Each and every conveyance of any lot in the Subdivision is expressly made subject to the provisions hereof whether the terms of such conveyance incorporate or refer to these provisions.



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IN WITNESS WHEREOF, the Villas of Westridge Homeowners' Association, Inc., by its duly appointed officers, has caused this Restated and Amended Declaration of Covenants and Restrictions to be executed this 31st day of December 2013.

Villas of Westridge, Phase 1, Homeowners' Association of Tallahassee, Inc.

By: *Robert J. Botel*
President of Association

I CERTIFY that the above and foregoing Declaration of Covenants and Restrictions is an accurate updated compilation of all of the duly adopted Covenants and Restrictions that are in effect as of this date; and that Robert J. Botel is the current duly elected President of the Corporation, and hereby authorized to execute this document on behalf of the Corporation.

Signed, sealed and delivered in the presence of:
Villas of Westridge, Phase 1, Homeowners' Association of Tallahassee, Inc.

By: *Dennis Lister*
Secretary of Association

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by Robert J. Botel as President and Dennis Lister as Secretary of the Villas of Westridge, Phase 1, Homeowners' Association of Tallahassee, Inc., on behalf of the corporation and the members of the association. They are personally known to me, or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of December 2013.



Melisa C. Smith
Notary Signature

