

ATTACHMENT B

**DECLARATION OF CONDOMINIUMS
OF
CHARLESTON RIDGE CONDOMINIUMS**

DECLARATION OF CONDOMINIUM

of

CHARLESTON RIDGE CONDOMINIUMS

B & D LAND AND PROPERTY COMPANY, LLC, a Florida Limited Liability Company,
herein referred to as "developer", for themselves, their successors, grantees, and assigns, do hereby, on
this 21 of August, 2003, make, declare and publish its intention to submit, and does
hereby submit, in fee simple the real property, together with all buildings, units, and improvements
thereon, hereinafter described to condominium ownership and use in accordance with Chapter 718,
Florida Statutes, known and cited as the "Condominium Act", as follows:

ARTICLE I

NAME & LEGAL DESCRIPTION

§ 1.1. NAME. The name of this condominium is to be Charleston Ridge Condominiums,
hereinafter referred to as the "condominium."

~~**§ 1.2. LEGAL DESCRIPTION.** The legal description of the land to be included, which is
submitted hereby to condominium ownership, is as follows:~~

PHASE 1

A parcel of land located in Section 4, Township 1 South, Range 1 East, Leon County, Florida
being more particularly described as follows:

Commence at a point on the South boundary line of the original 66 foot right-of-way of State
Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet
East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4,
Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30
minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West
436.19 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 74
degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39
seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet
to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees
45 minutes 30 seconds West along said right of way 220.19 feet; thence South 14 degrees

43 minutes 13 seconds West along said right of way 281.98 feet; thence North 69 degrees 16 minutes 13 seconds West 211.52 feet; thence South 14 degrees 22 minutes 04 seconds West, 206.64 feet; thence North 69 degrees 50 minutes 04 seconds West, 102.90 feet; thence North 08 degrees 56 minutes 39 seconds East, 81.37 feet; thence North 84 degrees 41 minutes 56 seconds West, 141.07 feet; thence North 05 degrees 48 minutes 43 seconds East, 572.16 feet; thence North 65 degrees 41 minutes 59 seconds East, 111.64 feet to the POINT OF BEGINNING containing 6.78 acres, more or less.

LESS AND EXCEPT Phase 2 as follows:

BUILDING NO. 2 – PHASE 2

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 161.43 feet; thence leaving said right of way boundary run thence North 73 degrees 40 minutes 47 seconds West, 16.46 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 16 degrees 19 minutes 13 seconds West, 62.00 feet; thence North 73 degrees 40 minutes 47 seconds West, 148.00 feet; thence North 16 degrees 19 minutes 13 seconds East, 62.00 feet; thence South 73 degrees 40 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 3 as follows:

BUILDING NO. 3 – PHASE 3

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 2.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 161.43 feet; thence leaving said right of way boundary run thence North 73 degrees 40 minutes 47 seconds West, 178.06 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 16 degrees 19 minutes 13 seconds West, 62.00 feet; thence North 73 degrees 40 minutes 47 seconds West, 148.00 feet; thence North 16 degrees 19 minutes 13

seconds East, 62.00 feet; thence South 73 degrees 40 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 4 as follows:

BUILDING NO. 4 – PHASE 4

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 220.19 feet; thence South 14 degrees 43 minutes 13 seconds West along said right of way, 38.65 feet; thence leaving said right of way boundary run thence North 75 degrees 16 minutes 47 seconds West, 16.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 14 degrees 43 minutes 13 seconds West, 62.00 feet; thence North 75 degrees 16 minutes 47 seconds West, 148.00 feet; thence North 14 degrees 43 minutes 13 seconds East, 62.00 feet; thence South 75 degrees 16 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 5 as follows:

BUILDING NO. 5 – PHASE 5

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 220.19 feet; thence South 14 degrees 43 minutes 13 seconds West along said right of way, 38.65 feet; thence leaving said right of way boundary run thence North 75 degrees 16 minutes 47 seconds West, 178.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 14 degrees 43 minutes 13 seconds West, 62.00 feet; thence North 75 degrees 16 minutes 47 seconds West, 148.00 feet; thence North 14 degrees 43 minutes 13 seconds East, 62.00 feet; thence South 75 degrees 16 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 6 as follows:

BUILDING NO. 6 – PHASE 6

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 220.19 feet; thence South 14 degrees 43 minutes 13 seconds West along said right of way, 176.65 feet; thence leaving said right of way boundary run thence North 75 degrees 16 minutes 47 seconds West, 16.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 14 degrees 43 minutes 13 seconds West, 62.00 feet; thence North 75 degrees 16 minutes 47 seconds West, 148.00 feet; thence North 14 degrees 43 minutes 13 seconds East, 62.00 feet; thence South 75 degrees 16 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 7 as follows:

BUILDING NO. 7 – PHASE 7

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 74 degrees 42 minutes 30 seconds East 242.77 feet; thence South 16 degrees 25 minutes 39 seconds West 12.10 feet; thence South 74 degrees 44 minutes 12 seconds East 226.20 feet to a point on the Westerly right of way boundary of Hendrix Road; thence South 16 degrees 45 minutes 30 seconds West along said right of way, 220.19 feet; thence South 14 degrees 43 minutes 13 seconds West along said right of way, 176.65 feet; thence leaving said right of way boundary run thence North 75 degrees 16 minutes 47 seconds West, 178.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 14 degrees 43 minutes 13 seconds West, 62.00 feet; thence North 75 degrees 16 minutes 47 seconds West, 148.00 feet; thence North 14 degrees 43 minutes 13 seconds East, 62.00 feet; thence South 75 degrees 16 minutes 47 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 8 as follows:

BUILDING NO. 8 – PHASE 8

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 65 degrees 41 minutes 59 seconds West, 111.64 feet; thence South 05 degrees 48 minutes 43 seconds West, 57.18 feet; thence South 84 degrees 11 minutes 17 seconds East, 31.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 84 degrees 11 minutes 17 seconds East, 62.00 feet; thence South 05 degrees 48 minutes 43 seconds West, 148.00 feet; thence North 84 degrees 11 minutes 17 seconds West, 62.00 feet; thence North 05 degrees 48 minutes 43 seconds East, 148.00 feet to the POINT OF BEGINNING containing 9,176 square feet, more or less.

LESS AND EXCEPT Phase 9 as follows:

BUILDING NO. 9 – PHASE 9

Commence at a point on the South boundary line of the original 66 foot right-of-way of State Road No. 20 (formerly State Road No. 19), said point being 198.7 feet North and 418.2 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 South, Range 1 East, Leon County, Florida, and run South 14 degrees 30 minutes West 29.1 feet to an iron pipe, thence continue South 14 degrees 30 minutes West 436.19 feet; thence South 65 degrees 41 minutes 59 seconds West, 111.64 feet; thence South 05 degrees 48 minutes 43 seconds West, 222.33 feet; thence South 84 degrees 11 minutes 17 seconds East, 31.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 84 degrees 11 minutes 17 seconds East, 62.00 feet; thence South 05 degrees 48 minutes 43 seconds West, 112.00 feet; thence North 84 degrees 11 minutes 17 seconds West, 62.00 feet; thence North 05 degrees 48 minutes 43 seconds East, 112.00 feet to the POINT OF BEGINNING containing 6,944 square feet, more or less.

§ 1.3. PHASE CONDOMINIUM. The Developer plans to develop the condominium in NINE (9) PHASES pursuant to Section 718.403, Florida Statutes; Rule 61B-17.003, Florida Administrative Code; and all other pertinent provisions of Chapter 718, Florida Statutes (“Condominium Act”) and Chapters 61B-15 through 61B-25 (“Condominium Administrative Rules”) of the Florida Administrative Code. The NINE (9) PHASES will be identified as PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8, AND PHASE 9.

§ 1.4. FUTURE PHASES AND ADDITIONAL PROPERTY. The Developer, or the Developer's successors or assigns, shall have the sole right, without approval of any unit owners or any other party, to bring within the scheme of this declaration, the additional property described above in § 1.2 which is "Less and Except" from the PHASE 1 legal description. The future phases and additional property are identified as PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8, AND PHASE 9.

The number of units in each phase are as follows:

PHASE 1 = 8 UNITS

PHASE 2 = 8 UNITS

PHASE 3 = 8 UNITS

PHASE 4 = 8 UNITS

PHASE 5 = 8 UNITS

PHASE 6 = 8 UNITS

PHASE 7 = 8 UNITS

PHASE 8 = 6 UNITS

PHASE 9 = 8 UNITS

The general size of each unit is 1,550 livable square feet. This is an approximate, and actual square footage may vary according to the approved floor plans and generally accepted construction industry standards and practices.

§ 1.5. OPTION TO DEVELOP FUTURE PHASES. The Developer, or the Developer's successors or assigns, shall have the sole option and right, without approval of any unit owners, to bring the future phases within the scheme of this declaration, but the Developer shall in no way have the obligation to bring the property described as future phases within the scheme of this declaration. Developer may add the additional phases within the condominium plan at any time within SEVEN (7) YEARS from the date this Declaration has been recorded. The annexation of additional phases may be accomplished without joinder or consent of any party, including, but not limited to the Association, its members, the owners or occupants of the Condominium Property, any mortgage or lien holder, or anyone else; provided, however, that the consent and joinder of all record title holders of the additional future phases would be required to have clear title.

If an interest in the real property included in a future additional phase is owned, in whole or part, by any party other than the Developer, then the record titleholder shall have all rights of the Developer to add (annex) such phases pursuant to any assignment, transfer, or agreement executed by the Developer to the record titleholder; provided that such owner, as successor to the Developer, has fully complied with Chapter 718, Florida Statutes, and all condominium regulations promulgated by the Division.

The Developer shall notify owners of existing units of the decision not to add one or more additional phases. Notice shall be by first-class mail addressed to each owner at the address of his or her unit or at his or her last known address.

§ 1.6. PROCEDURE FOR FUTURE DEVELOPMENT. The Developer, or the Developer's successors and assigns, may add the additional phases by complying with the filing requirements of Rule 61B-17.003, Florida Administrative Code; and all other pertinent provision of Chapter 718, Florida Statutes ("Condominium Act") and Chapters 61B-15 through 61B-25 ("Condominium Administrative Rules") of the Florida Administrative Code.

§ 1.7. ADJUSTMENT FOR ADDITIONAL PROPERTY. If additional property is added, the voting rights, assessment obligations, common expenses, common surplus, percentage of ownership in the common elements, and the like shall be adjusted according to the same schedule set out in the *Percentage Interests in the Common Elements*, which is attached to this declaration as Exhibit "D". If one or more phases are not built, the units which are built are entitled to full (100%) rights and ownership of these items.

§ 1.8. TIMESHARE ESTATES. Timeshare estates will not be created by the Developer in any phase.

§ 1.9. RECREATIONAL FACILITEIS. The recreational facilities of the condominium include the following: a club house and surrounding wood deck. All of these facilities are included in PHASE 1, and therefore the facilities would not be impacted by the Developer's decision to not add or build any future phases. No additional recreational facilities will be developed. The Developer is not

committed to furnish any items of personal property for the recreational facilities, and the developer does not intend to expend any funds for the purchase of personal property for recreational facilities.

ARTICLE II
INCORPORATION OF CONDOMINIUM ACT AND DEFINITIONS

All terms and provisions of the Condominium Act, Chapter 718, which are not inconsistent with the terms of this declaration, are incorporated herein. If any terms and provisions of this declaration are inconsistent with the Condominium Act, such inconsistency shall not affect the validity of this declaration, rather, the applicable terms and provisions will be deemed to be replaced by those required by the Condominium Act.

The terms used in the condominium documents shall have the meanings stated in the Condominium Act, or as stated below, unless the context requires otherwise. Capitalization, or lack thereof, throughout this declaration, shall not change the meanings of the words defined below.

- § 2.1. "Association" means Charleston Ridge Condominiums Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium. Each unit owner is a member, and has voting rights, in the association, as specifically provided in the Bylaws that are attached hereto as Exhibit "C".
- § 2.2. "Common Elements" means the portions of the condominium property not included within any units, and further defined in Article VII hereof.
- § 2.3. "Common Expenses" shall include:
- (a) Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.
 - (b) Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, including, but not limited to, all stormwater drainage and retention areas, recreational facilities, driveways, sidewalks; as well as all other costs and expenses property incurred by the Association.
 - (c) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.

- (d) Any valid charge against the Condominium Property as a whole.
- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.
- (g) Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- (h) Utility Services for the Condominium Property not attributable to individual Units;
- (i) Taxes on Association Property; Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.
- (e) Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

§ 2.4. "Condominium" shall mean and refer to Charleston Ridge Condominiums.

§ 2.5. "Condominium Act" or "Chapter 718" shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

§ 2.6. "~~Declaration~~" shall mean this Declaration of Condominium of Charleston Ridge Condominiums, and all subsequent amendments.

§ 2.7. "Developer" shall mean B & D Land and Property Company, LLC, its successors and assigns. No party other than B & D Land and Property Company, LLC, shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Leon County, Florida, a written assignment from B & D Land and Property Company, LLC, of all or a portion of such rights and privileges.

§ 2.8. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

§ 2.9. "Utility Services" shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

ARTICLE III
EXHIBITS

The Exhibits referred to in this Declaration shall include the following:

- § 3.1. **Exhibit "A"**. A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions.
- § 3.2. **Exhibit "B"**. The Articles of Incorporation of the Association.
- § 3.3. **Exhibit "C"**. The Bylaws of the Association.
- § 3.4. **Exhibit "D"**. Percentage Interest in the Common Elements.
- § 3.5. **Exhibit "E"**. The Condominium Rules and Regulations.

ARTICLE IV
EASEMENTS

The following easements are hereby expressly reserved or have been granted:

§ 4.1. **GENERAL EASEMENTS.** Nonexclusive easements over, across and under the condominium property are expressly provided for and reserved in favor of the developer and the owners and their respective lessees, guests and invitees as follows:

- (a) **Utilities.** Easements are reserved over, across and under the condominium property as may be required for utility service in order to serve the condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the condominium property. Specific utility easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".
- (b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit, or in the event any common element shall encroach upon any unit, then an easement shall exist to permit such encroachment so long as the same shall exist.
- (c) **Traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as

may be from time to time intended and designated for such purpose and use. An easement shall exist for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the owners within the condominium and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium property, except to the extent that space may be specifically designated and assigned for parking purposes. Furthermore, easements shall exist for ingress and egress over such streets, walks, and other rights-of-way serving the units as shall be necessary to provide for reasonable access to the public rights-of-way.

§ 4.2. ASSOCIATION EASEMENTS. Except as limited by Section 718.111(10), Florida Statutes, the association may grant easements from time to time over the common elements. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

§ 4.3. DEVELOPER EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer hereby reserves the following exclusive easements and rights to grant easements:

- (a) **Marketing, Sales, and Rental.** The developer reserves exclusive easement rights over and across the condominium property for the purposes of marketing, sales, and rental of units, and other accommodations owned or operated by the developer or one of its affiliates on adjoining properties which are not part of the condominium.
- (b) **Government Requirements.** The developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the developer holds any interest in any unit subject to this declaration.
- (c) **Developer Easements.** The developer reserves unto itself, for so long as it holds any interest in any unit (including leaseholds), specific easement rights over and across the condominium property as it may deem necessary for its use from time to time.
- (d) **Construction Easements.** The developer, on behalf of itself and its affiliates, hereby reserves easement rights over, under, and across the condominium property as is necessary from time to time for the purpose of constructing improvements on

property adjacent to an in the vicinity of the condominium property, but only if access thereto is otherwise not reasonably available.

§ 4.4. EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer, for itself, its successors and assigns, hereby reserves a perpetual nonexclusive easement over, under, across, and through all of those portions of the condominium property, association property, and the common elements which are used as driveways, entry roads, parking areas, or for pedestrian or vehicular traffic, ingress and egress or loading, or otherwise generally intended for ingress and egress to and from a publicly dedicated right-of-way. The intent of this easement is to afford access, ingress and egress to the nearest publicly dedicated right-of-way and the non-exclusive right to share parking with the condominium property, regardless of whether such rights are ever otherwise declared for condominium use or made a part of the condominium in any other separate document recorded in the public records. Developer further reserves for itself, its successors and assigns, a perpetual nonexclusive easement over the condominium and common elements, necessary to provide utility services, including the right to drain storm water into any retention or detention ponds located upon the common elements, to utilize any storm water management facilities and structures, and to tap into and connect with any water, sanitary sewer, or other utility lines located within the condominium and common elements, including the right to tap into and connect with any sanitary sewer lift station located thereon. These easements shall run with the land and be binding upon the condominium and common elements.

§ 4.5. OTHER EASEMENTS. Other easements, if any, may have been granted over the condominium property as set forth in the survey contained in Exhibit "A" attached hereto.

ARTICLE V UNITS

§ 5.1. DESCRIPTION OF UNITS. Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, as particularly shown on the plot plan, floor plans, and any other applicable exhibits defining the boundaries. The boundaries are otherwise generally defined as follows:

- (a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

- (1) **Upper Boundaries.** The plane of the lowest surface of the unfinished ceiling and the plane of the lowest surface of the unfinished entry ceiling.
 - (2) **Lower Boundaries.** The plane of the lowest surface of the top of the unfinished floor slab and the plane of the surface of the top of the unfinished entry floor slab.
 - (3) **Entry Elevations.** Entry floor slab elevations at innermost unfinished surface of the exterior wall thereof are equal to the Unit floor slab elevation.
- (b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (1) **Exterior Building Walls.** The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.
 - (2) **Interior Building Walls.** The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimeter boundaries.

§ 5.2. LIMITED COMMON ELEMENTS. Limited Common Elements shall be comprised of any balcony, patio, and/or porch/stoop appurtenant to any Unit.

ARTICLE VI WARRANTY

EXCEPT FOR THOSE WARRANTIES REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ACCEPT THE DEVELOPER'S DISCLAIMER AND ASSUME ALL RISK AND LIABILITY RESULTING FROM THE PURCHASE AND USE OF THIS PROPERTY.

ARTICLE VII
APPURTENANCES

§ 7.1. APPURTENANT INTERESTS. Each Unit shall have as an appurtenance thereto an equal undivided share of the Common Elements and Common Surplus as more specifically described on Exhibit "D" attached hereto and by this reference incorporated herein.

§ 7.2. FRACTIONAL LIABILITY FOR COMMON EXPENSES. The percentage or fractional shares of liability for common expenses is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto.

§ 7.3. PARTITION OF COMMON ELEMENTS. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

ARTICLE VIII
ASSESSMENTS

§ 8.1 ASSESSMENTS. The Association has the responsibility, duties, and powers, to collect all Condominium assessments as provided and specified in the Bylaws.

§ 8.2 DEVELOPER EXCUSAL FROM ASSESSMENTS AND DEVELOPER GUARANTEE. The Developer, while offering units for sale, is excused from payment of assessments against all unsold units for a period of time until termination as stated in § 8.3 below, and during this period of excusal the Developer guarantees to all purchasers and unit owners of the condominium that assessments will not exceed TWO HUNDRED DOLLARS (\$200.00) per month, and the Developer will pay any common expenses that exceed the guaranteed amount.

§ 8.3 DURATION OF DEVELOPER EXCUSAL AND GUARANTEE. The excusal and guarantee period will end at the first occurrence of any of the following events:

- (a) The expiration of the initial fiscal year (JULY 31, 2004);
- (b) The date at which the Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the board of directors of the association according to the terms of the Bylaws and as required by Chapter 718, Florida Statutes;
- (c) The time at which the Developer has sold all its units so that the Developer holds no units for sale;
- (d) The time at which all future additional phases have been added and all units in all phases have been sold by the Developer.

§ 8.4 OPTIONAL EXTENSION OF DEVELOPER EXCUSAL AND GUARANTEE. The Developer may extend the excusal and guarantee period for one or more additional fiscal years, so long as the Developer holds unsold units, including any unsold units added by future additional phases. If the Developer elects to extend the period, then parts (b), (c), and (d) of § 8.3 above will also be applicable.

ARTICLE IX AMENDMENTS

§ 9.1. BY OWNERS. Unit Owners may vote to amend this Declaration as provided by Chapter 718, Florida Statutes. Proposals and votes regarding amendments shall be governed by the same procedures as other voting as set forth in the Bylaws. Amendments by a vote of the Unit Owners shall require an affirmative vote of TWO THIRDS (2/3) of all Units in the Condominium.

Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Leon County, Florida.

§ 9.2. BY THE DEVELOPER. Until such time as the Developer transfers control of a majority of the board as required by § 718.301(1), and except for amendments restricted by § 718.110(4) and § 718.110(8), the Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its

sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body, or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. The Developer may also make amendments to fix typographical or clerical errors. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Leon County, Florida, of an instrument executed solely by the Developer with the formalities of a deed, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

§ 9.3. RESTRICTIONS ON AMENDMENTS. No amendment to this Declaration shall be permitted if such amendment would:

- (a) change the configuration, size, or boundaries of any Unit in any material fashion;
- (b) materially alter or modify the appurtenances to any Unit;
- (c) change the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus;
- (d) prohibit leasing/rental of a unit or part of a unit to a tenant or tenants;

unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record owners of all other units in the Condominium approve the amendment.

§ 9.4. CONSENT OF MORTGAGEES. Pursuant to § 718.110(11), Florida Statutes, the consent or joinder of some or all mortgagees of units to or in amendments to the declaration is not required unless the amendments materially affect the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. Consent of mortgagees may not be unreasonably withheld. It shall be presumed that except as to those matters described in § 718.110(4) and 718.110(8), amendments to the declaration do not materially affect the rights or interests of mortgagees. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the association recorded in the public records of the county where the declaration is recorded.

§ 9.5. NOTICE TO MORTGAGEES. Mortgagees shall be given adequate notice of any proposed amendments to the declaration that materially affect the rights or interests of mortgages.

**ARTICLE X
SEVERABILITY**

§ 10.1. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this 21st day of August, 2003.

WITNESSES:

Francis P. Rantz
Signature

Francis P. Rantz
Printed Name

Robert E. Deard
Signature

Robert E. Deard
Printed Name

DEVELOPER SIGNATURE:

B & D Land and Property Company, LLC,
A Florida Limited Liability Company

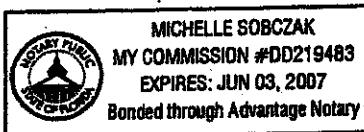
By: Carlton Dean
CARLTON DEAN
As its Managing Member

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared CARLTON DEAN, as the Managing Member of B & D LAND AND PROPERTY COMPANY, LLC, a Florida Limited Liability Company, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority. He is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 21st day of August, 2003.

(Notary Seal)



Michelle Sobczak
Notary Signature

Michelle Sobczak
Notary Printed Name

JOINDER AND CONSENT OF MORTGAGEE
to the
Declaration Of Condominium of Charleston Ridge Condominiums

Branch Banking and Trust Company
COMES NOW, ~~XXXXXXXXXXXX~~, by and through its undersigned officer, the mortgagee of the real property submitted to the Declaration of Condominium of Charleston Ridge Condominiums, and does hereby consent to the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 22nd day of August, 2003.

WITNESSES:

Kimberly Dee Watterson
Signature
KIMBERLY DEE WATTERSON
Print Name

Anne P. Edwards
Signature
~~WENDY GREECH~~ ANNE EDWARDS
Printed Name

MORTGAGEE:

BRANCH BANKING AND TRUST COMPANY
By: J.F. HUMPHREY
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LEON

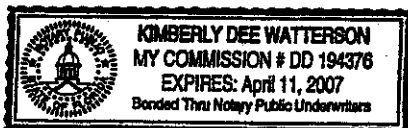
BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared J.F. Humphrey, as the Vice President of Branch Banking and Trust Company, and he or she acknowledged that he or she executed the foregoing instrument on behalf of the company pursuant to due authority. He or she is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

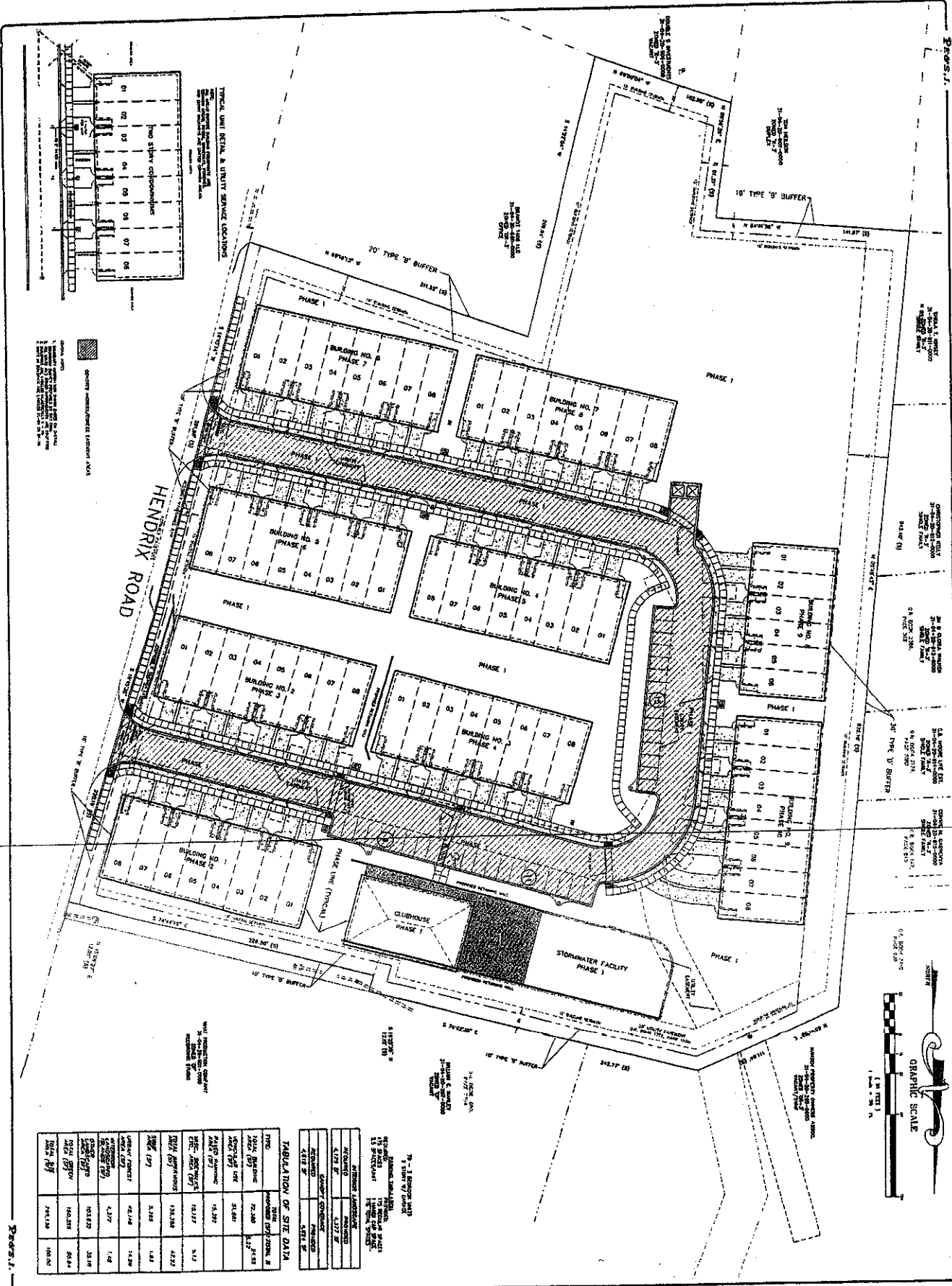
WITNESS my hand and seal this 22nd day of August, 2003.

(Notary Seal)

Kimberly Dee Watterson
Notary Signature

KIMBERLY DEE WATTERSON
Notary Printed Name





7-1 Easement Map
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788 HIGHLANDS
 02159
 SHEET NUMBER
 C-1

PROJECT:
HIGHLANDS @ HENDRIX CONDOMINIUMS
 TITLE:
SITE PLAN AND EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM

DATE:
 01/21/03
 SCALE:
 1"=30'
 DRAWN BY:
 RD/JP

REVISED:

POOLE ENGINEERING & SURVEYING, INC.
 2145 DELTA BLVD. • TALLAHASSEE, FL. 32303 • (850)336-5117 • LICENSE NO. 006743