

THIRD AMENDMENT OF PASADENA HILLS
DECLARATION OF COVENANTS AND RESTRICTIONS

DR1455PC 0153

Pursuant to the Pasadena Hills Declaration of Covenants and Restrictions recorded in Official Records Book 1358 at Page 1930 of the Public Records of Leon County, Florida and Amendment of Pasadena Hills Covenants and Restrictions recorded in Official Records Book 1443 at page 1002 of the Public Records of Leon County, Florida and Second Amendment of Pasadena Hills Declaration of Covenants and Restrictions recorded in Official Records Book 1455 at Page 149 of the Public Records of Leon County, Florida, the developer adopts this Third Amendment to Pasadena Hills Declaration of Covenants and Restrictions.

ARTICLE IV
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

This Article shall read as follows: These covenants and restrictions can be amended upon the execution of an amendment of at least 75% of the members hereof.

ARTICLE V
ADDITIONAL COVENANTS AND RESTRICTIONS

This Article shall read as follows: No property owner, without the prior written approval of developer may impose any additional covenants or restrictions on any part of the property.

ARTICLE VI
ARCHITECTURAL CONTROL

The following paragraph shall be added: The developer's authority to appoint members of the architectural control committee shall cease when Class B membership ceases or converts to Class A membership.

ARTICLE XXVII
ASSOCIATION

Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall be deleted and the following sections substituted:

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT
SEP 19 11 15 AM '90

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voting in person or by proxy, at a meeting duly called for this purpose.

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(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Notice and Quorum for Any Action Authorized Under Sections 6 and 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 or 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent 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 property. No owner may waive or otherwise escape liability for the assessments provided for herein in by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the 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 which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments. 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 improvement and maintenance of the Common Area.

Section 6. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One hundred Dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot an Owner, 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 membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are

ARTICLE XXX
COMMON AREAS

All common areas shall be owned by the Association prior to conveyance of the first lot by the developer.

DATED this 11th day of September, 1990.

Signed, sealed and delivered
in the presence of:

Annie R. Hill
Shelly Man

DEER POINTE OF TALLAHASSEE
LTD., by DEER POINTE OF
TALLAHASSEE, INC., general
partner

BY: Catherine Mayfield
CATHERINE MAYFIELD,
Its President

STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING instrument was acknowledged to and before me
by CATHERINE MAYFIELD, as President of Deer Pointe of
Tallahassee, Inc., general partner of Deer Pointe of Tallahassee,
Ltd. this 11th day of September, 1990.

Annie R. Hill

NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Nov. 13, 1990
Bonded Thru Toy Fair Insurance Inc.

