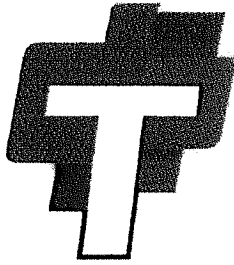


Elwin R. Thrasher, Jr
Elwin R. Thrasher, III (Trey)
Office (850)224-8685
Fax (850)224-1254



908 North Gadsden Street
Tallahassee, Florida 32303-6316
www.ThrasherLawFirm.com

THRASHER LAW FIRM
S I N C E 1 9 8 2

November 25, 2019

Re: Amendments to Settler's Creek Covenants
Our File Number: 19S29001

Dear Settler's Creek Homeowner:

I was recently asked to review the Declaration of Covenants, Conditions and Restrictions of Settler's Creek. As I reviewed the covenants, it stood-out to me that there was not anything in them that provided either for collection of dues or an actual homeowner's association.

It is my understanding that there are common areas in your neighborhood. Failing to maintain those common areas would not make sense since it would detract from the appearance of the neighbor and may reduce home values. Maintaining the common areas, on the other hand, will cost money. Since there is no provision in the current covenants for imposition or enforcement of due, it seems that the covenants should be amended to provide for them.

Personally, I used to live in the Buckhead neighborhood in Tallahassee. We had a similar situation and voted to amend our covenants to provide for assessment and collection of dues and formation of a homeowners' association. When we thought about it, it was the only course of action that made sense.

I have drafted the attached proposed First Amendment to Declaration of Covenants, Conditions and Restrictions of Settler's Creek. I drafted this amendment based the Buckhead amendments that I drafted when I lived there. Please take this opportunity to review the proposed amendment. If you have any questions or concerns about the amendment, please contact James Glenn at (770)298-1671. To amend the covenants, the existing covenants require that 75% of the lot owners sign an instrument agreeing to the amendment. After we have received feedback from the neighborhood, we will circulate the necessary instruments for the lot owners to indicate their approval or disapproval of the amendment.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'Elwin R. Thrasher, III'. The signature is fluid and cursive, written over a faint, larger version of the signature.

Elwin R. Thrasher, III

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SETTLER'S CREEK**

The Declaration of Covenants, Conditions and Restrictions of Settler's Creek dated August 29, 1989 and recorded in Book 1392, Page 1054 in the public records of Leon County, Florida (hereinafter "the original covenants") are amended as follows:

The following articles and sections are hereby added to the original covenants:

ARTICLE I

Section 5 "Association" shall mean and refer to Settler's Creek Homeowners Association, Inc., its successors and assigns.

ARTICLE XXVII

General Provisions

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

ARTICLE XXVIII

Membership in Association; Voting Rights

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. Every owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned.

Article XXIX

Assessments

Section 1. Lien and Personal Obligation of Assessments. Each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Initial Assessment; Increases in Annual Assessment.

(a) The initial annual assessment shall be \$_____.

(b) After the initial assessment, subsequent annual assessments shall be in the amount of the previous assessment, unless a different amount is fixed by the association's board of directors. Should the board of directors set an assessment in excess of the assessment for the previous year, the owners may veto the assessment increase by a majority vote on or before the next meeting of the association following the date that the assessment was fixed.

Section 4. 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 on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the owners.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all owners not less than 30 nor more than 60 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of the owners, owners who were not present in person or by proxy may give their assent in writing within 60 days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on January 1, 2020. The board of directors shall fix the amount of the annual assessment against each lot at least 45 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid, and may cause to be recorded in the office of the county clerk of Leon County, a list of delinquent assessments.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 45 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18 percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become 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.

Once completed, please mail the form to Settler's Creek 180843 P.O. Box Tallahassee, Florida 32303. Or, you may fax (850) 224-1254 attention Settler's Creek.

APPROVAL OF FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SETTLER'S CREEK.

The undersigned person(s) being the owner(s) of lot(s) listed below in the Settler's Creek subdivision, hereby approve of the attached First Amendment to Declaration of Covenants, Conditions And Restrictions of Settler's Creek. This approval may be signed in counterparts.

Property Owner(s)	Property Address	Date	Owner's Signature
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Property Owner(s)	Property Address	Date	Owner's Signature
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