

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ASHTON WOODS

THIS DECLARATION, is made and executed this 18 day of December, 2002, by **TURNER LAND DEVELOPMENT, INC.**, whose address is 508 A Capital Circle SE, Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

WHEREAS, Declarant is desirous of creating and maintaining a residential neighborhood upon said proper and it is to the interest, benefit and advantage of those who hereafter purchase and own individual lots in said neighborhood that certain protective covenants and restrictions be adopted to govern and regulate the development, use and occupancy of such lots:

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, developed, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all properties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

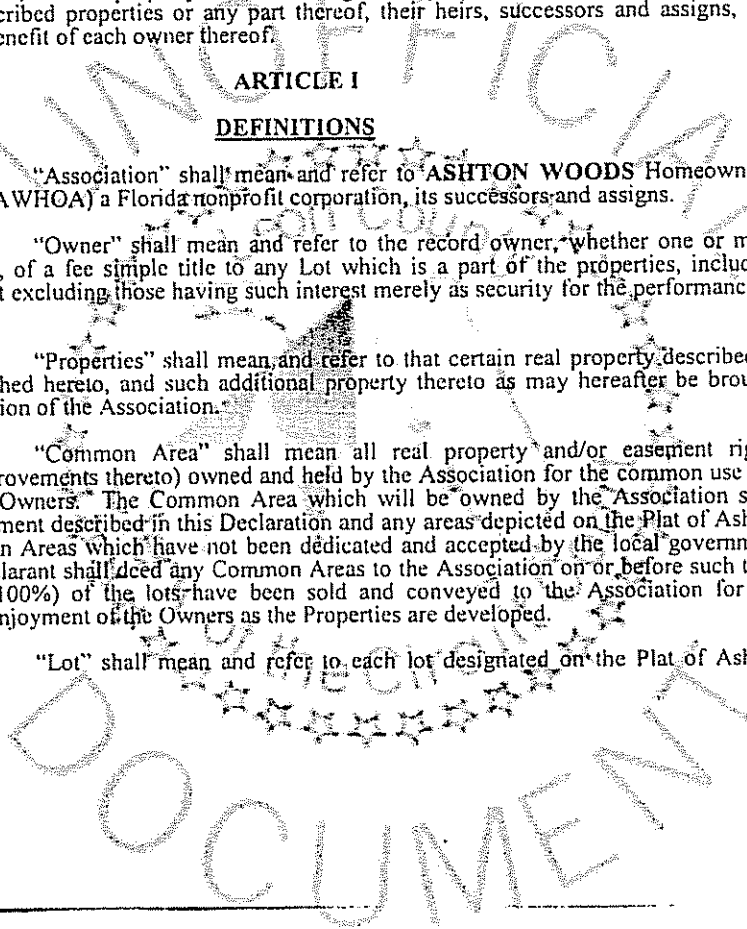
Section 1. "Association" shall mean and refer to **ASHTON WOODS Homeowners' Association, Inc. (AWHOA)** a Florida nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additional property thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the easement described in this Declaration and any areas depicted on the Plat of Ashton Woods as Common Areas which have not been dedicated and accepted by the local government authority. The Declarant shall deed any Common Areas to the Association on or before such time as one hundred (100%) of the lots have been sold and conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each lot designated on the Plat of Ashton Woods.



**Section 6.** "Building Setback Line" shall mean an imaginary line or lines parallel to any property line specifying the closest point from any property line that a structure may be located.

**Section 7.** "Declarant" shall mean and refer to Turner Land Development, Inc., its heirs, successors and assigns.

**Section 8.** "Rules and Regulations" shall mean the rules and regulations adopted by the association.

**Section 9.** "By-Laws" shall mean the directors of the Association.

**Section 10.** "Directors" shall mean the directors of the Association.

**Section 11.** "Assessment" shall mean that the sum of money determined by the Board of Directors of the Association which shall be levied against each Owner for the maintenance, enforcement, upkeep and preservation of the Properties and Restricted Areas pursuant to these covenants, the By-Laws and the Rules and Regulations adopted by the Association.

## ARTICLE II

### USE RESTRICTIONS

**Section 1. Residential Only** The Declarant intends for the properties to be developed as a residential community. Accordingly, the Lots and any structures thereon shall be used solely for residential purposes. The Declarant may, however, use and develop a Lot or Lots as a model home site and for display and sales offices.

**Section 2. Conformance with Zoning** All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code, as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

**Section 3. Temporary Residences Prohibited** No structure of a temporary character, such as, but not limited to, a mobile home, garage, barn, or other outbuilding shall be used on any Lot any time as a residence, either temporarily or permanently.

**Section 4. Dwelling Quantity and Size** The total floor area of the main structure shall not be less than 1,000 square feet, exclusive of all porches, patios, terraces, storage areas, and garages for all lots.

**Section 5. Building Location** No building shall be located nearer to the front property line than 15 feet; rear property line than 10 feet; nor to the side property line than 5 feet.

**Section 6. Party Walls** Each wall which is built as a part of the original construction of the homes upon the Property 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 section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who made use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter made 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.

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Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against the elements.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be referred to the Board of Directors of the Association and the decision of a majority vote by that board shall be determinative of the matter and binding upon the parties.

**Section 7. Nuisances** No noxious or offensive activities shall be carried on upon any lot or Restricted Area not shall anything be done on it that may become an annoyance or nuisance to the property owners.

**Section 8. Animals** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and provided they are not kept on a chain but are kept indoors or within fenced in yards. No dogs of a fighting breed or dogs kept for security may be outdoors except in the presence of the owner. Barking dogs shall not be allowed. The Association may adopt and implement regulations and rules governing pets within the Properties.

**Section 9. Signs** No signs of any kind shall be displayed to the public view on any Lot except one sign of not greater than 18x24 inches advertising the property for sale or rent or a sign used by the builder to advertise the property during construction and sales. Signs must be approved in writing by the Architectural Control Committee.

**Section 10. Antennas, Sports Equipment and Tanks** No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Control Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling in manner in which it is not visible from any street. No tank for storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Control Committee.

**Section 11. Window Units** No window air-conditioning units shall be installed

**Section 12. Mailboxes** No mailbox or paperbox shall be located on any lot.

**Section 13. Maintenance** All landscaping shall be maintained by the Association in an attractive, sightly, and well-kept condition. In addition the Association shall pressure wash all buildings, fences and driveways and sweep roofs periodically. The cost of said maintenance shall be borne by the Association and shall be included in the annual assessments.

**Section 14. Garages** Each building shall have a functional garage attached thereto. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering and exiting the garage.

**Section 15. Boats, Trailers, Recreational Vehicles, and Activities** No boat, trailer, motorcycle, motor home, camper, van, plane, or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in a disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage.

**Section 16. Vehicles Prohibited** No two (2), three (3), or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the

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Properties, provided, however the Board of Directors of the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

### ARTICLE III

#### PROPERTY RIGHTS AND OBLIGATIONS

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, transfer shall be effective unless such transfer is approved by two-thirds (2/3) of the Association represented by the members present, or represented by Proxy at a meeting called specifically for that purpose.

(d) The right to delegate, in accordance with policy adopted from time to time by the Directors, the right of enjoyment of the Common Areas, and facilities to family members, guests, tenants, and contract purchasers.

**Section 2. Use of Recreational Facilities** In the event recreational facilities are constructed upon the Common Area, the directors may adopt rules and regulations governing the use and control of such facilities.

**Section 3. Maintenance and Interference** Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and governmental authority shall not have responsibility for maintenance of the streets and the streets related drainage facilities located on the Properties unless and until the local governmental authority shall be responsible for utility trench lines to trench line failures. Within easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain unless otherwise approved by the Architectural Control Committee.

**Section 4. Subdivision Prohibited** No lot may be divided or subdivided, or in it's boundary line changed, except with written permission by the developer.

**Section 5. Exterior Maintenance of Homes** Homes constructed on lot with the properties shall be maintained by the owner not only in a good state of repair, but also in an aesthetically pleasing manner consistent with the character and setting of the homes and property as originally developed. Specifically, the following items are hereby determined and declared to be items which must be kept in a proper state of maintenance and repair by the individual lot owner, provided, however, this list is not intended to be an all-inclusive list of such items: the roof, windows, painting or staining of exterior walls and trim, steps, porches, walkways, driveways and landscaping.

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In the event any owner of a lot within the properties shall fail to properly maintain the lot and any improvements thereon, then the Association's Board of Directors (or its agents), after two-thirds (2/3) vote, shall have the right to enter said lot to repair, restore, and maintain the premises. The cost of such repairs, restoration and maintenance shall be added to and become part of the assessment to which said lot is subject pursuant to Article V. If necessary, any such assessment may exceed the maximum annual assessment described in Section 3 of Article V.

**Section 6. Easements.** The following easements are hereby granted and imposed in favor of all the owners of lots within Ashton Woods (unless the applicability thereof is specifically otherwise limited herein) and shall be deemed to be covenants and running with the land:

(a) Areas and Easements reflected on the recorded plat recorded at Plat Book 13, Pages 74-79 of the public records of Leon County as areas or easements for roadways or streets, utilities, sanitary sewer, drainage and holding ponds.

(b) If any house or appendage thereof shall encroach upon any easement area or other lot by reason of original construction thereof by the Declarants, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(c) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarants shall encroach upon any easement area or any lot within Ashton Woods, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Whenever sanitary sewer, water, gas, electricity, cable television, telephone lines, or connections are installed within the property, which connections or lines or any portions thereof lie in or upon homes or lots owned by other than the owner of a house served by said lines or connections shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such lot or to have the utility companies enter upon the lots upon which said connection or lines or any portions thereof lie or are located, to repair, replace, and generally maintain said connections as and wherein the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the property, which connection or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as services his house, and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

#### ARTICLE IV

#### HOMEOWNERS ASSOCIATION

**Section 1. Creation** There shall be created a non-profit Florida corporation to be known as Ashton Woods Homeowners Association.

**Section 2. Membership** Every lot owner shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

**Section 3. Classification of Membership in Association** Members shall be all owners. Each member shall be entitled to one vote for each lot owned. When more than one person holds and interest in any lot all such persons may be members. The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot, regardless of the number of persons owning the lot.

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**Section 4. Powers and Duties of Association** The association, in addition to the powers and duties set forth elsewhere in these covenants, the by-laws and rules and regulations established by the association, shall have the following powers, duties and responsibilities.

(a) It shall own in fee simple, maintain and otherwise manage all Common Areas and all facilities, improvements, and landscaping thereon.

(b) It may grant easements, where necessary, across Common Areas for the location of utilities, access ways and roadways.

(c) It shall maintain such policy or policies of insurance as the Board of Directors of the association deem necessary, desirable or advisable in protecting the interest of the association and its members, on and to any improvements located in the Common Areas.

(d) It shall have the authority to employ a manager or other person and to contract with independent contractors or business entities to perform all or any part of its duties and responsibilities.

(e) It shall have the obligation to provide perpetual maintenance of the private roadways and drainage in the Common Areas. It shall utilize the assessments enumerated in Article V, hereof, to fulfill these obligations.

(f) It shall provide landscape services for each lot and the cost thereof shall be obtained through the annual assessments.

**Section 5. Reservation by Declarant** The Declarant has specifically reserved the right to use all restricted areas for drainage, utility, cable television and other similar type easements. It may assign such right to other entities. Notwithstanding anything to the contrary contained herein, Developer shall maintain control of the Association and the Architectural Control Committee until such time as it owns no Lots in the subdivision.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation Assessments.** The Declarant, for each Lot owned within the properties hereby covenants, and each Owner of any Lot by acceptance of a 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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for enforcing the same, 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.

**Section 2. 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 improvements and maintenance of the Common Areas, including but not limited to, the payment for the maintenance, repair, and replacement of entrance sign, walkways, landscaping the Common Areas, and enforcements of these documents. Such other uses may be determined by the Association.

**Section 3. Maximum Annual Assessment.** Until January 1, 2003 the maximum annual assessment shall be \$600.00 per Lot.

(a) From and after January 1, 2003, the Board may increase maximum annual assessment each year not more than twenty-five percent (25%) above the assessment for the previous year without a vote of the membership. From and after January 1, 2003 the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of the Association represented by members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In Addition to the annual assessments described 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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Association represented by members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of a majority of Owners (or written proxies therefrom) shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called and the required quorum at any subsequent meeting shall be 1/2 of the required quorum at the preceding meeting, provided no subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment and Collection.** Both annual and special assessments must be fixed at a uniform rate for all Lots. All assessments may be collected on an installation basis at the discretion of the Board of Directors and the Association.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The effective date of the commencement of Annual Assessments shall be the first day of the month following the date of issuance of a Certificate of Occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be the maximum amount allowable unless reduced by majority vote of the Board of Directors. Written notice of the annual assessment shall be sent to every lot Owner. The due dates shall be established by the Board of Directors. The due dates for Special Assessment shall be fixed in the resolution authorizing such assessments.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid when due shall bear interest from the due date at the rate of 8% per annum or 2% over the prime rate, whichever is greater. 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 by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve any Lot from any liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to the dwelling use shall be exempt from said assessments. Developer shall not pay dues on any unoccupied property. So long as Developer is

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exempt from dues, Developer shall pay any actual budget deficit incurred by the homeowner's association.

## ARTICLE VI

### ARCHITECTURAL CONTROL

The original appearance of buildings, paved areas, landscaping and fencing whether on the Properties or the Common Areas, shall be maintained and preserved. No building, change in topography, awnings, fence, wall, other structure or improvement shall be commenced, erected or maintained upon the Lots or Properties or Common Areas, nor shall any exterior addition or alteration be made thereto, (including changes in color of paints or stains, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Control Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed fully complied with.

In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be the Directors who shall serve until all Lots are sold and transferred by the Declarant. With the exception of initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division. Three copies of all such plans and specifications shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, patios, and all other improvements.
- (4) Landscape plan. The landscape plan and fence location may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
- (5) The contractor who will perform and be responsible for all work.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with existing or proposed improvements to the lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.

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- (5) Changes in topography
- (6) Aesthetic considerations

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but are not necessarily limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features, which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

## ARTICLE VII

### GENERAL PROVISIONS

**Section 1. Enforcement** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations 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.

**Section 2. Severability** The invalidity in whole or part of any one of these covenants or restrictions shall not affect the validity of any other provision, which shall remain in full force and effect.

**Section 3. Amendments** The covenants and restrictions of this Declaration shall run with the land and shall bind the land, for a term of be twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of three-fourths (3/4) of the Lot owners of all the Properties annexed by these similar covenants by Declarant under paragraph 4, below.

Notwithstanding any of the above provisions, no amendment shall be adopted to these covenants which discriminates against any Lot owner or group of Lot Owners without their expressed consent. No amendment shall change or increase the percentage of any individual Lot owner's contribution to assessments.

**Section 4. Annexation.** The Declarant may annex additional property from time to time, in the sole discretion of the Declarant, to Declaration of Covenants and Restrictions of similar nature by recording such in the public records of Leon County, Florida. Upon such recordation, the annexed Properties shall become a part of those Properties to the end that all right of members shall be uniform as between all units. Except as aforesaid, any other annexation of additional property shall be approved by a two-thirds (2/3) vote of the members.

**Section 5. Attorney's Fees** In any legal or equitable proceeding by the Association to enforce or restrain the violation of these Protective Covenants, the party in violation shall pay a reasonable attorney's fee to the Association as additional assessment to the lot. In addition, in any legal or equitable proceeding in which the Association successfully enforces the developer's performance or obligation pursuant to these recorded covenants and restrictions, the Developer shall pay a reasonable Attorney's fee to the Association.

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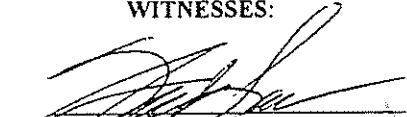
**Section 6. Development by Declarant.** No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties. nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional by the selling entity.

**Section 7. FHA/VA Approval.** As long as there are outstanding any mortgages insured or granted by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas and retention facility and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and the year first above written.

WITNESSES:


TURNER LAND DEVELOPMENT, INC.

  
FRED SAXON


By:   
Douglas E. Turner, President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19 day of December, 2002, by Douglas E. Turner, President of Turner Land Development, Inc. who is personally known to me or has produced no identification.

  
Signature

Linda H. Smith  
Print or type name.  
NOTARY PUBLIC  
My Commission #  
Expires:

 Linda H. Smith  
MY COMMISSION # DD152704 EXPIRES  
September 27, 2006  
BONDED THROUGH FARM INSURANCE, INC.

Prepared By  
W. CRIT SMITH, Esq.  
SUSAN S. THOMPSON, Esq.  
FRANK S. SHAW, III, Esq.  
Fourth Floor  
3520 Thomasville Road  
Tallahassee Florida 32308-3489

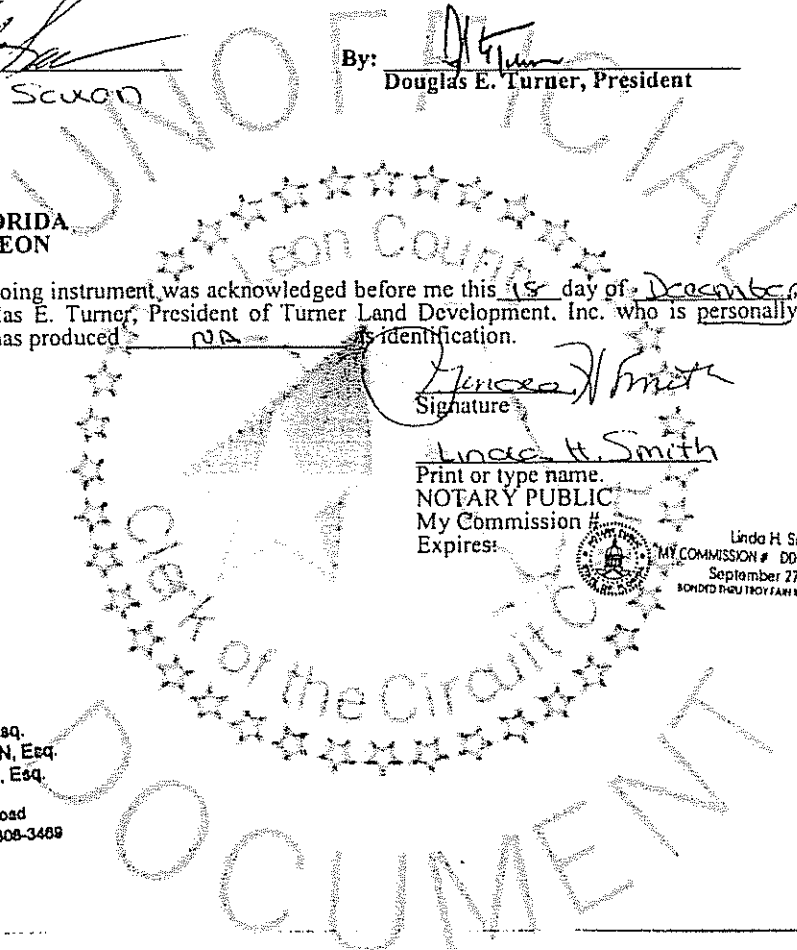
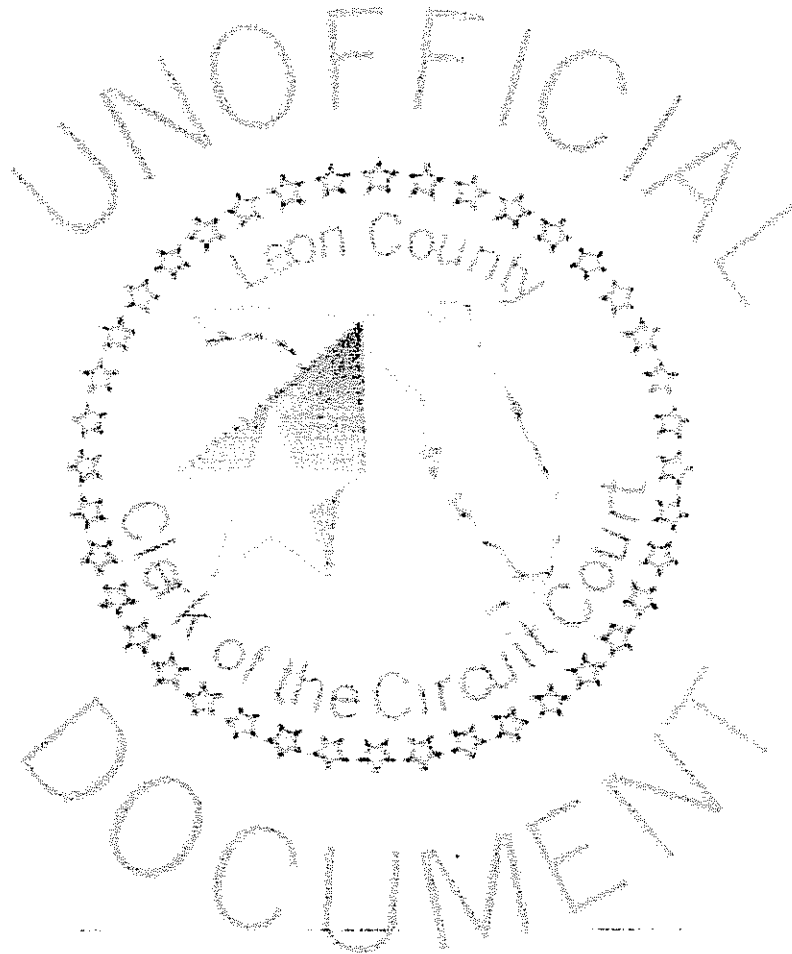


Exhibit "A"

Commence at a concrete monument (#1254) marking the Northeast corner of the Northwest Quarter of Section 16, Township 1 North, Range 1 East, Leon County, Florida, thence run South 659.91 feet to a broken concrete monument and the POINT of BEGINNING. From said POINT of BEGINNING thence run South 89 degrees 16 minutes 00 seconds West 660.00 feet, thence South 00 degrees 17 minutes 34 seconds East 953.05 feet to a concrete monument (#1254) on the Northerly right-of-way boundary of Lonnbladh Road, thence run Easterly along the Northerly maintained boundary of Lonnbladh Road and a curve concave Northerly having a radius of 1429.01 feet through a central angle of 26 degrees 30 minutes 58 seconds for an arc distance of 661.34 feet (the cord of said arc bears South 88 degrees 18 minutes 06 seconds East 655.45 feet) to a concrete monument (#1254), thence North 00 degrees 00 minutes 18 seconds West 980.91 feet to the POINT of BEGINNING . containing 14.98 acres, more or less.



This instrument prepared by:  
Sean S. Thompson, Esquire  
Smith, Thompson, Shaw & Manassa, P.A.  
3526 Thomasville Road, 4th Floor  
Tallahassee, Florida 32309

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF ASHTON WOODS**

KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants, Conditions and Restrictions of Ashton Woods, recorded in Official Records Book 2784, Page 152 heretofore made and entered into on this 24<sup>th</sup> day of February, 2003, in Leon County, Florida, is executed and entered into by **TURNER LAND DEVELOPMENT, INC.**, whose address is 508-A Capital Circle S.E., Tallahassee, Florida 32301, hereinafter referred to as "Declarant";

WHEREIN, **THE WILLIAM M. LEE COMPANY, INC.**, a Florida corporation, P.O. Box 3761, Tallahassee, Florida 32315; and **RICHARD L. WHITE & CO., INC.**, a Florida corporation, 2414 Mahan Drive, Tallahassee, Florida 32308, joins in the Declaration of Covenants, Conditions and Restrictions of Ashton Woods as stated above.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Brenda Motto  
Signature

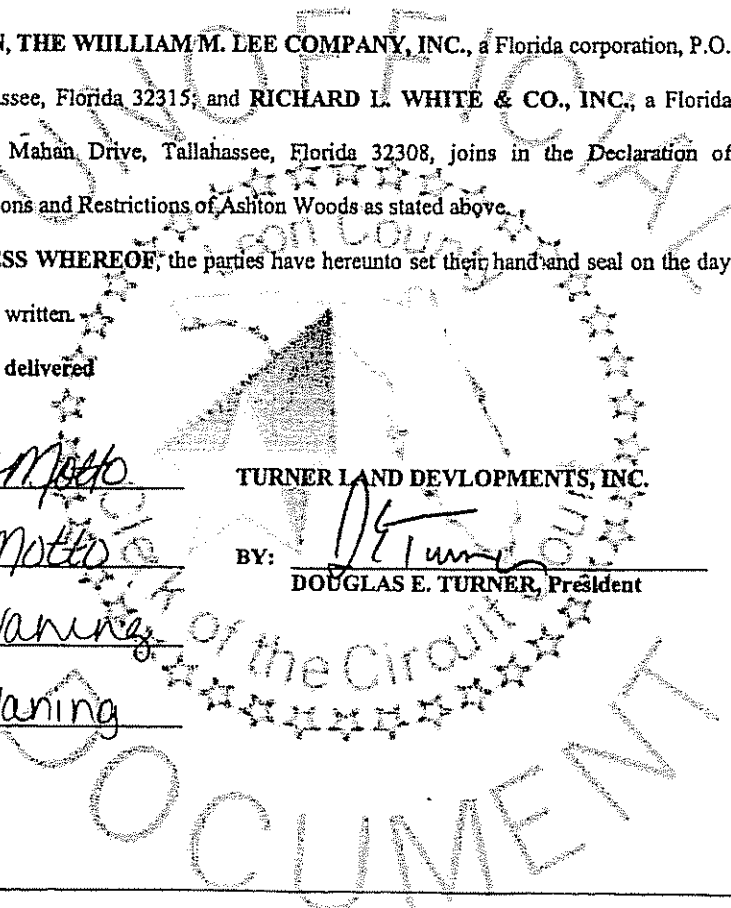
Brenda Motto  
Printed Name

Bobbie Vaning  
Signature

Bobbie Vaning  
Printed Name

TURNER LAND DEVELOPMENTS, INC.

BY: Douglas E. Turner  
DOUGLAS E. TURNER, President



Annie R. Hill  
Signature

RICHARD L. WHITE & CO., INC.

Annie R. Hill  
Printed Name

BY: [Signature]  
RICHARD L. WHITE, President

[Signature]  
Signature

Mark Chandler  
Printed Name

Annie R. Hill  
Signature

THE WILLIAM M. LEE COMPANY

Annie R. Hill  
Printed Name

BY: [Signature]  
WILLIAM M. LEE, President

[Signature]  
Signature

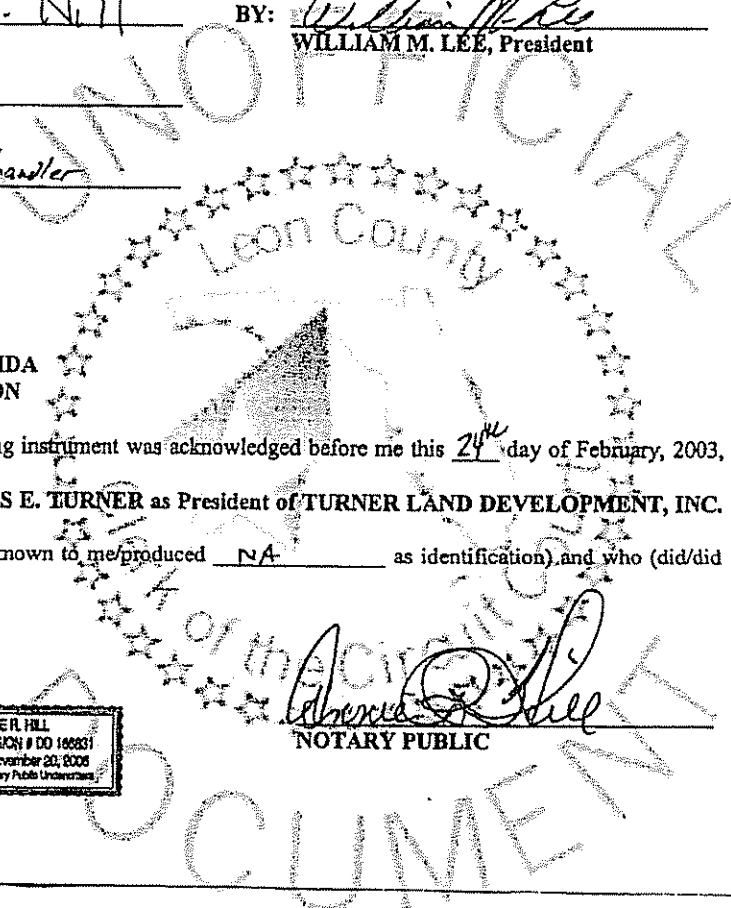
Mark Chandler  
Printed Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2003, 2002, by DOUGLAS E. TURNER as President of TURNER LAND DEVELOPMENT, INC. (who is personally known to me/produced NA as identification) and who (did/did not) take an oath.



[Signature]  
NOTARY PUBLIC



STATE OF FLORIDA  
COUNTY OF LEON

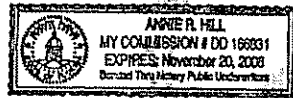
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2003,  
2002, by **RICHARD L. WHITE**, President of **RICHARD L. WHITE & COMPANY, INC.**  
(who is personally known to me/produced NA as identification) and who (did/did  
not) take an oath.



*Annette R. Hill*  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2003,  
2002, by **WILLIAM M. LEE** as President of **THE WILLIAM M. LEE COMPANY** (who is  
personally known to me/produced NA as identification) and who (did/did not) take  
an oath.



*Annette R. Hill*  
NOTARY PUBLIC

UNOFFICIAL  
Clerk of the Circuit Court  
DOCUMENT