

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
EAST GATE OF CRAWFORDVILLE**

THIS DECLARATION, is made and executed this 17<sup>th</sup> day of JANUARY 2005 by TRIPLE H CONSTRUCTION, INC. and PENNY MCKINNEY, whose address is 1596-A Crawfordville, FL 32837, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain properties located in WAKULLA COUNTY, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof,

NOW THEREFORE, Declarant hereby declared that all of the properties described in "Exhibit A" attached hereto shall be held, 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 EAST GATE OF CRAWFORDVILLE HOMEOWNERS ASSOCIATION, INC., 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 additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Plats of EAST GATE OF CRAWFORDVILLE shall mean and refer to the plat of EAST GATE OF CRAWFORDVILLE, to be recorded in the Public Records of WAKULLA COUNTY, Florida, representing the EAST GATE OF CRAWFORDVILLE subdivision.

Section 5. "Lot" shall mean and refer to each lot designated on the Plats of EAST GATE OF CRAWFORDVILLE.

Section 6. "Declarant" shall mean and refer to TRIPLE H CONSTRUCTION, INC., and PENNY MCKINNEY. Or her successors and assigns, if such, successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such, successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and plural as the context may require.

Section 7. "Developer" shall mean TRIPLE H CONSTRUCTION, INC.

Section 8. "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 real property and easement rights described in this Declaration and any areas depicted on any of the Plats of EAST GATE OF CRAWFORDVILLE. Common Areas which have not been dedicated and accepted by the local governmental authority. The Declarant shall deed Common Areas to the

Association at such time as one hundred percent (100%) of the lots have been sold and conveyed by the Declarant. Additional real property and or easement rights may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS  
PROPERTY RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Board of Directors. The members shall be allowed to elect all directors of the Association on a one-vote-per-lot basis, and the first election shall be held at such time as one hundred percent (100%) of the Lots have been sold or conveyed by the Declarant.

Section 3. On all issues except election of directors and amendment of this Declaration of Covenants, Conditions and Restrictions, the Association shall have two (2) classes of voting membership:

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person hold an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when all lots are sold to third parties.

Only on votes concerning the election of directors of the Association or amendment of this Declaration of Covenants, Conditions and Restrictions there shall be no separate class of voting membership and the Owners and Declarant shall cast their vote on a one vote per lot basis.

Section 4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) 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;

(b) 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 or to mortgage all or part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the members has been recorded.

Section 5. Delegation of Use. Any owner may delegate, in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments or charges as provided for hereinafter. Annual assessments shall be on a calendar year basis. 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, 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. The Developer is exempt from assessments for any lots which are undeveloped or developed but never occupied.

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 property and for:

- (i). the enforcement of the provisions of this Declaration on behalf of the Association.
- (ii). the maintenance of an entrance sign.
- (iii). improvements and maintenance of the Common Area.
- (iv). Road maintenance

Section 3. Maximum Annual Assessments.

- (a) Subject to the provisions set forth below, the initial maximum annual assessment for each lot shall be determined by the Board of Directors. The Board of Directors shall determine if an assessment shall be levied and the amount thereof.
- (b) The maximum annual assessment may be increased by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting called for that purpose.

Section 4. Special Assessments. 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 enforcing this Declaration on behalf of the Association or the cost of any construction, reconstruction, repair, or replacement of the entrance sign or an 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 members who are voting in person or by proxy at a meeting duly called for this purpose provided, further, however, any such assessment shall not require such assent if the assessment is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Area.

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 members or of written proxies, signed by the respective members, entitled to cast a majority of all the votes of the members shall constitute a quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required number is not present at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform rate of Assessment and Collection. Except as otherwise set forth herein, both annual and special assessments shall be fixed at a uniform rate for all lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Date. The Board of Directors shall determine the commencement date for the annual assessments. The first annual assessments shall be adjusted according to the number of months remaining in such calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto.

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Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the rate of eight percent (8%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs to 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.

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. Except as otherwise provided for herein, the sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Sale or Transfer of a Lot.

(a). Notwithstanding the foregoing provisions, upon the sale or transfer of a lot in a bona fide transaction for fair and adequate consideration, the lien for any unpaid annual or special assessments against such lot for any year or years prior to the year in which the sale or transfer occurs shall be extinguished unless a notice of the lien for such unpaid assessments is filed for record in the Public Records of WAKULLA COUNTY, Florida, prior to the recording in these Public Records of the deed of conveyance or transfer from the owner of the lot who was the owner at the time the assessment was levied. The notice of lien shall recite therein the name of the record owner of the lot at the time the assessment was levied, the legal description of the lot affected by the lien and the original amount of the assessment. The failure to file such notice of lien shall not affect the personal obligation therefore as set forth in this Declaration nor shall it affect the lien against the lot for so long as the owner of the lot at the time the assessment was levied retains a record ownership interest in said lot other than that held as the holder of a security deed.

(b). In the event there is an unpaid annual or special assessment which was levied during the calendar year in which the lot is sold or transferred prior to such sale or transfer, and no notice of lien was filed prior to the filing of the deed of conveyance or transfer in said Public Records, such assessments shall be prorated as of the date of the sale or transfer and the new owner's pro rata share of such assessment shall continue as a personal obligation and as a lien on the lot as otherwise provided for in this Declaration and the remaining portion of said assessment shall not be the personal obligation of the new owner nor be a lien on said lot; provided however, that such remaining portion shall continue as a lien upon such lot if the Seller or transferor retains an ownership interest in the lot other than that held as the holder of a security deed.

Section 11. 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, provided however no land or improvements devoted to the dwelling us shall be exempt from said assessments. Notwithstanding the forgoing the Developer is exempt from assessments for any lots which are either undeveloped or developed but never occupied.

ARTICLE IV  
EASEMENTS AND DEDICATION

Section 1. Roadway, Utility, Drainage, Access, Natural Buffer and Fence Easements. The Declarant hereby reserves, excepts, imposes, grants and creates nonexclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes if and as depicted on the Plat of EAST GATE OF CRAWFORDVILLE.

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Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association unless and until such time as the property encumbered by the easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility. Within the roadway, utility, access and drainage 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.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, 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 Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within forty five (45) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed fully complied with. The initial Architectural committee shall be Penny McKinney and Michael V. Harbin. With the exception of the 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.

#### ARTICLE VI SUBDIVISION OF LOT

Except as set forth below, no Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be at the sole discretion of the Declarant.

#### ARTICLE VII DWELLING SIZE

No dwelling shall be permitted on any Lot indicated on the Plat of EAST GATE OF CRAWFORDVILLE unless the ground floor of the main area of the structure contains at least Eleven Hundred (1100) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Twelve Hundred (1200) square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least Six Hundred (600) square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

#### ARTICLE VIII BUILDING DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than twenty five (25) feet to the front Lot line; nearer than fifteen (15) feet to the rear Lot line; nearer than eight (8) feet

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to a side-interior Lot line; nor nearer than eight (8) feet to a side street. For the purposes of this Article, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up or turn around pad may be located as near as one (1) foot to an interior Lot line. No driveways shall lead over any rear Lot line. No fence shall be located nearer to the front lot line than the rear corners of the primary building and must be attached to the rear corner. The location and design of any fence must be approved by the Architectural Committee in accordance with the provisions of this Declaration. Fencing shall start at the rear corner of a building and proceed to the side and rear yard. No fence shall be located on any lot unless the installation, color and design of the fencing have been approved by the Architectural Committee. Fences shall be constructed of wood and shall be a 6' wood shadowbox privacy fence. The detached single family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty five (25) feet from the intersection of street lines, which distance, in the case of a rounded corner, shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same obstruction of sight line provisions shall apply to the area of every lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

#### ARTICLE IX TREE CONSERVATION

No tree that is greater than 15 inches in diameter may be removed without written permission from the Association. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

#### ARTICLE X NUISANCES

No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision also applies to the common area.

#### ARTICLE XI TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barb, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, however, a storage building that is not visible from the street and that is constructed of materials and painted in a color, similar to the material and color of the home on that lot, may be approved by the Architectural Committee.

#### ARTICLE XII SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by the Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

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DC, Event: Thursday, WASHINGTON County B: 530 P: 367

**ARTICLE XIII  
ANIMALS AND CROPS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than four (4) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further that the Owner shall maintain such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with the provisions of this Declaration. Crop and/or vegetable gardens shall be in the rear yard.

**ARTICLE XIII  
RADIO AND TELEVISION ANTENNA,  
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 Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling. No tank for storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank and the location of the tank is approved by the Architectural Committee.

**ARTICLE XIV  
EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his lot, and the exterior of the building located on the Lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected together with interest and attorney's fees, in the manner assessments are enforced and collected under the provisions of this Declaration. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such lot between the hours of 7:00 a.m. and 6:00 p.m.

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**ARTICLE XV  
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise allow any portion of any Lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XVI  
GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

**ARTICLE XVII  
GENERAL PROVISIONS**

Section 1. Enforcement and Attorneys' Fees. 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. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party in any litigation to require the Association to perform its obligations or to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. 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. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties by the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. 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 and its construction activities, 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.

Section 5. Duration/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of thirty(30) years from the date this Declaration is recorded in the Public records of WAKULLA COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument signed in which said covenants and restrictions are removed or modified in whole or in part, which instruments shall be filed for record in the appropriate WAKULLA COUNTY Public Records and in the manner then provided by law. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part.

Section 6. FHAVA Approval. As long as there is a Class B membership, the following actions will require prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties to be subject to this Declaration, dedication of any Common Areas, 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

Bonnie Brinson  
Signature

Bonnie Brinson  
Print or Type Name

Lisa G. Welch  
Signature

Lisa G. Welch  
Print or Type Name

Penny McKinney  
PENNY MCKINNEY

Deanne DesBeats  
Signature

Deanne DesBeats  
Print or Type Name

Natasha Finch  
Signature

Natasha Finch  
Print or Type Name

TRIPLE H CONSTRUCTION, INC.

M. V. Harbin  
BY: MICHAEL V. HARBIN, PRESIDENT

Inst: 000224002 Date: 05/17/2005 Time: 11:45  
DC, Ernest Thuregood, WARELLA County 3:550 P:370

STATE OF FLORIDA  
COUNTY OF Wakulla

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January.

2005 by PENNY McKINNEY, who is personally known to me/presented  
as identification, and who did not take an oath.



*Lisa G. Welch*  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF varilla

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January,  
2005 by MICHAEL V. HARBIN, as PRESIDENT of TRIPLE H CONSTRUCTION, INC.,  
who is personally known to me/presented as identification,  
and who did not take an oath.



*Lisa G. Welch*  
NOTARY PUBLIC

Inst: 600022482 Date: 05/17/2005 Time: 11:45  
PC, Great Theroosd, VARILLA County B: 593 P: 371

EXHIBIT "A

EASTGATE SUBDIVISION, an unrecorded subdivision located in the North Half of Lot 59 of the Hartsfield Survey of Lands in Wakulla County, Florida, described as follows:

Commencing at the Northeast Corner of Lot No. 59, Hartsfield survey (marked by a concrete monument); thence run S. 72 degrees 30 minutes 30 seconds W, along the North boundary of Lot 59, 2,365.0 ft. to a concrete monument; thence South 17 degrees 52 minutes 45 seconds E, 1,050.52 feet to a concrete monument and the Point of Beginning of tract herein described; from the Point of Beginning continue S 17 degrees 52 seconds 34 minutes E 933.50 feet to a concrete monument; thence run S 72 degrees 40 minutes 45 seconds W 1000.85 feet to a concrete monument; thence run N 17 degrees 51 minutes 45 seconds W along the East right-of-way of a public road, 933.50 feet to a concrete monument; thence N 72 degrees 40 minutes 45 seconds E 1,001.10 feet to the Point of Beginning and being situate in Lot No. 59 of the Hartsfield Survey of lands in Wakulla County, Fla. And containing 21.45 acres, more or less, and being in the First Addition to Kirkland Estates.

LESS AND EXCEPT land previously conveyed in deeds recorded in ORB 100, Page 266, ORB 109, Page 225, ORB 119, Page 256, ORB 219, Page 735, ORB 462, Page 728 and in ORB 478, Page 8, all in the Public Records of Wakulla County, Florida, and conveying 3.706 acres, more or less.

THIS hereby conveying in the aggregate 17.74 acres, more or less.

Inst:0534224582 Date:05/17/2005 Time:11:45  
DC, Brent Thurmond, WAKULLA County B:593 P:372

RESTRICTIONS FOR FIRST ADDITION TO KIRKLAND ESTATES

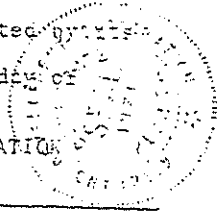
It is hereby given that KIRKLAND DEVELOPMENT CORPORATION, a Florida corporation, the Developer of the lands described as:

Commencing at the Northeast Corner of Lot No. 59, Hartsfield Survey, Wakulla County, Florida (marked by a concrete monument); thence run S 71° 50' 50" W, along the North boundary of Lot No. 59, 2,365.0 feet to a concrete monument; thence S 17° 52' 45" E 659.32 feet to a concrete monument on the South right-of-way of Florida State Road No. 51 (S.W. 519), which is the Point of Beginning. From the Point of Beginning run thence S 70° 48' 50" W along the South right-of-way of Florida Road No. 51, 1,321.07 feet; thence run S 17° 54' 50" E, 1,237.33 feet; thence run S 72° 40' 45" E, 270 feet; thence run N 17° 51' 48" E, 553.50 feet; thence run N 72° 40' 45" E, 1,081.10 feet; thence run S 17° 52' 45" E, 591.50 feet, more or less, to the Point of Beginning, and containing 20 acres, more or less, and being situate in the S.W. 1/4 of Lot 59 of Hartsfield Survey of lands in Wakulla County, Florida.

For the purpose of protecting property values, these restrictive covenants shall be enforceable in First Addition to Kirkland Estates in Wakulla County, Florida:

1. No buildings shall be erected, constructed, moved to, or placed on any part of said property closer than 25 feet to the front line, nor closer than 15 feet to the rear line, nor closer than 10 feet to any side line, however, a building may be sided within 10 feet of the rear line. No trailer or mobile home shall be placed, parked or occupy any of said land closer than 25 feet to any front line, nor closer than 25 feet to any rear line, nor closer than 10 feet to any side line.
2. No outside toilet shall be installed or maintained on any premises and all premises shall be connected with a sanitary sewer or septic tank constructed and installed in accordance with the regulations provided by the County of Wakulla and the State of Florida, before same may be lived upon.
3. No obnoxious, offensive, unlawful or immoral use shall be made of the premises.
4. No one shall use premises to keep or store any junk, debris, nor junk trucks.

IN WITNESS WHEREOF, KIRKLAND DEVELOPMENT CORPORATION, has caused this instrument to be executed in its name by its President and attested by its Secretary-Treasurer, with its corporate seal affixed, this 25th day of March, 1973.



Witnesses:  
Cheryl Edwards  
By W. F. Kirkland Its President  
Attest: Kathryn Kirkland Its Secretary-Treasurer

WAKULLA COUNTY OF WAKULLA.  
I, Notary Public, do hereby certify that W. F. Kirkland and Kathryn Kirkland, to me personally appeared W. F. Kirkland and Kathryn Kirkland, to me known, the persons described as President and Secretary-Treasurer, respectively, of Kirkland Development Corporation, and who executed the foregoing instrument, and they acknowledged before me that they executed said instrument in the name of and for said corporation and obtained therefor the authority of said corporation and that the foregoing set of restrictions are the restrictions of said corporation.  
Notary Public State of Florida or Notary Commission Expires Feb. 1, 1974

1973  
CARLTON TUCKER