

his instrument prepared by:
Smith, Thompson & Shaw
3520 Thomasville Road - 4th Floor
Tallahassee, Florida 32308-3469

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF EMERALD WOODS, PHASE II

THIS DECLARATION, made on the date hereinafter set forth by PREMIER CONSTRUCTION & DEVELOPMENT INC., and TURNER LAND ENTERPRISES, LLC., hereinafter referred to collectively as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property known as Emerald Acres Phase IV, also known as Emerald Woods, Phase II, located in Leon County, State of Florida, and is more particularly described as:

See Exhibit "A" attached hereto, and by reference made a party hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described above 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 parties 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 Emerald Woods, Phase II Homeowners Association, Inc., a Florida Non-profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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. "Plat of Emerald Acres Phase IV" shall mean and refer to the plat of Emerald Acres Phase III, a subdivision to be recorded in the Public Records of Leon County, Florida.

Section 5. "Lot" shall mean and refer to each lot designated on the Plat of Emerald Acres Phase III.

Section 6. "Declarant" shall mean and refer to PREMIER CONSTRUCTION & DEVELOPMENT INC. and TURNER LAND ENTERPRISES, LLC. "Declarant" shall include the singular and plural as the context may require.

ARTICLE II

Membership and Voting 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. The Association shall have one (1) class of voting membership which shall be all Owners, including the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds 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 (1) vote be cast with respect to any Lot.

Section 3. 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 before more than ninety eight percent (98%) of the Lots have been sold or conveyed by the Declarant.

ARTICLE III

Covenant for Maintenance Assessments

Section 1. 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- (1) Annual assessments or charges.
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Special assessments against individual Owners under Article XVII of this Declaration.

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 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.

Section 3. 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 Two Hundred and 00/100 Dollars (\$200.00) per Lot.

- (a) 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 each year not more than Twenty Five Percent (25%) 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 Twenty Five Percent (25%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may increase the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half (1/2) of all the votes of each class of membership shall constitute a quorum.

The quorum required for any action authorized by the change in Maximum Annual Assessment Increase 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, proxies, or a combination thereof entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required is not forthcoming 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 5. Uniform Rate of Assessment. Both annual and special assessments, other than assessments under Article XVII of this Declaration, 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 of the Association. Notwithstanding anything to the contrary contained herein, Declarant shall not be required to pay dues on unimproved lots, so long as Declarant funds any deficit in the cost of operating the Association; however, in no event shall Declarant be required to pay more than the total it would be required to pay if it were paying dues on its unimproved lots.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin within one (1) year from the date of this Declaration, and shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs and/or replacements. 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 date of the annual assessment shall be January 1 of each year. 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 7. 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 one percent (1%) over prime. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorney's 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, and may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. 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, or the bona fide conveyance to a mortgage in satisfaction of a first mortgage, 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 9. 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.

ARTICLE IV

Easements and Dedication

Section 1. Roadway, Utility, and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants, and creates non-exclusive, 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 as depicted on the Plat of Emerald Acres Phase IV.

Section 2. 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 accepted by local governmental authority and local government 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, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these 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

Section 1. General Provisions. No building, fence, wall, outbuilding, or other structure or improvement shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition, or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location, and 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 that the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) 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 to have been 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.

Section 2. Architectural Committee. The initial Architectural Committee shall be Mehrdad Ghazvini, Douglas Turner, and Fred Saxon 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.

Section 3. Notices, Plans, and Specifications. 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 (3) copies of 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, and all other improvements.
- (4) Landscape plans 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.

Section 4. Purpose. 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 assist in maintaining 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 or proposed improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (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, back-filling, 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:

- (1) Off-site storage of fill.
- (2) Dirt or construction debris.
- (3) Stockpiling of fill from utility trenches.
- (4) Back-filling utility trenches.
- (5) 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 VI

Land Use and Building Type

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed, or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee.

ARTICLE VII

Subdivision of Lot

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 VIII

Dwelling Size

No dwelling shall be permitted on any Lot unless the ground floor of the main area of the structure contains at least 1,700 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas, and garages, and at least 1,000 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 1,700 square feet, exclusive of all open porches, patios, terraces, storage areas, and garages. No dwelling shall exceed two and one-half (2 1/2) stories in height (excluding basements)

ARTICLE IX

Building, Driveway, and Fence Location, and Miscellaneous Site Restrictions

Section 1. Buildings. Building locations shall be approved by the Architectural Committee, provided, however, that the following restrictions shall apply:

- (1) No building shall be closer than thirty (30) feet to the front Lot line.
- (2) No building shall be closer than fifty (50) feet to the rear Lot line or the edge of easement which ever is greater.
- (3) No building shall be closer than ten (10) feet to a side/interior Lot line.
- (4) All single family residences shall face the street.
- (5) No building that is in violation of the Leon County Building Code shall be allowed on any Lot.

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.

Section 2. Driveways, Fences, and Miscellaneous Structures.

The following restrictions shall apply to all Lots:

- (1) No driveway shall be located closer than five (5) feet to an interior Lot line, except that a back-up or turn around pad may be located as near as one (1) foot to an interior Lot line.
- (2) No fence shall be located closer to the front Lot line than the rear corners of the primary building or closer than fifteen (15) feet to any road right of way.
- (3) The installation, color, design, and location of any fence must be approved by the Architectural Committee in accordance with Article V of this Declaration.
- (4) No landscaping or other improvements which obstruct horizontal sight lines at elevations between two (2) and six (6) feet above the street 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. In the case of a rounded corner, the twenty five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations 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.

- (5) The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided in this Article.

ARTICLE X

Garages and Carports

Each building shall have a functional garage attached thereto which shall be designed to accommodate the parking of at least two (2) automobiles. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The Declarant will allow one (1) home at any given time to be used as a sales model, which may have the garage enclosed for use as a sales office. When the sales office is sold and closed, the garage shall be converted to a functional two (2) car garage.

ARTICLE XI

Nuisances

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XII

Temporary Structures

No structure of a temporary character, including but not limited to, trailers, tents, shacks, garages, barns, storage buildings, or other outbuildings shall be used on any Lot at any time as a residence, neither temporarily nor permanently.

ARTICLE XIII

Signs

No sign of any kind shall be displayed to the public view on any Lot, except that 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 the 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.

ARTICLE XIV

Animals and Crops

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, that 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 two (2) 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 Article V of this Declaration. All pets shall at all time be either confined within the Owners dwelling and Lot, or when outside of said dwelling and Lot, shall be securely kept on a leash.

There shall be no planting or maintenance of crops, vegetables, or ornamental plants, except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from the street

ARTICLE XV

Radio and Television Antennas, Sports Equipment, Fencing, and Tanks

Section 1. Antennas. No exterior radio, television, or satellite-dish antennas may be installed on any portion of the Properties, unless such installation and the size, color, and design of the antennas have been approved by the Architectural Committee.

Section 2. Sports Equipment. Sports and play equipment, such as basketball goals and playground equipment, shall be located to the rear of the dwelling in a manner in which it is not visible from the street.

Section 3. Tanks. 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 Committee.

ARTICLE XVI

Mail Boxes

No mail or paper box or other receptacle of any kind for the use of delivery of mail, newspapers, magazines, or similar materials shall be erected or located on any Lot, unless and until the size, location, and type of material for said boxes or receptacles is approved by the Architectural Committee.

ARTICLE XVII

Exterior Maintenance

Section 1. Responsibility. 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.

Section 2. Remedies for Violation. 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 assignments are enforced and collected under Article III.

Section 3. Time of Entry. For the sole purpose 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 such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XVIII

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, unless otherwise approved by the Architectural Committee. The pursuit of hobbies or other activities, including, but not limited to, work on vehicles, mechanical devices, or woodworking, which tend to result in disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XIX

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 which is 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 XX

Vehicles Prohibited

No two (2), three (3), or four (4) wheel motorized recreational vehicles, including, but not limited to, go carts, dirt bikes, and other terrain vehicles, shall be operated on any portion of the Properties, provided, however, that the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as golf carts or other vehicles utilized for transportation.

ARTICLE XXI

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 or common driveway, except for those times designated for collection by the appropriate waste management collection authority.

ARTICLE XXII

General Provisions

Section 1. Enforcement and Attorney's 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 attorney's fees. Without limiting the generality of the foregoing, the prevailing party in any litigation, including, but not limited to, requiring the Association to perform its obligations in regard to annual assessments, maintaining or repairing of streets, or requiring 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 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 with the consent of two-thirds (2/3) of the members, and the consent of the Declarant as long as Declarant still owns a lot. 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, 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. Any amendment of the provisions set forth in this Declaration to meet the requirements of Section 10-1560.1 (a) through (m), Leon County Code of Laws shall require the written consent and joinder of Leon County, or a successor local government, unless and until the requirement of such consent and joinder has been eliminated by a duly elected ordinance of Leon County or a successor Local government. 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. Any amendment must be recorded.

Section 6. FHA/VA Approval. As long as there are outstanding mortgages insured or granted by the Federal Housing Administration or the Veterans Administration, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: (1) Annexation of additional Properties; and (2) Amendment of this Declaration.

(THIS SECTION INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed this 15th day of April, 2004.

Signed, sealed and delivered in the presence of:

Premier Construction & Development

[Signature]
Witness Signature

[Signature]
By: MEHRDAD GHAZVINI, President

F. Michael Dimetroff
Printed Name

[Signature]
Witness Signature

Nicole J. Ratza
Printed Name

Turner Land Enterprises, L.L.C

[Signature]
Witness Signature

[Signature]
By: DOUGLAS TURNER, President

[Signature]
Printed Name

Brenda Motto
Witness Signature

Brenda Motto
Printed Name

STATE OF FLORIDA
COUNTY OF LEON

Before me, the undersigned notary public, personally appeared MEHRDAD GHAZVINI, as President of Premier Construction & Development, who is personally known to me/produced N/A as identification, who did/did not take an oath, who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein intended.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of April, 2004.

[Signature]
NOTARY PUBLIC



STATE OF FLORIDA
COUNTY OF LEON



Before me, the undersigned notary public, personally appeared DOUGLAS TURNER, as President of Turner Land Enterprises, L.L.C., who are personally known to me and who did not take an oath, who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein intended.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of April, 2004.

[Signature]
NOTARY PUBLIC

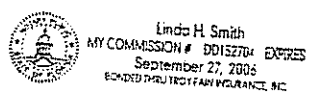


EXHIBIT A

EMERALD ACRES PHASE IV
 LEGAL DESCRIPTION (BASED ON SURVEY)

17.45 ACRE PARCEL:

BEGIN at the Southwest corner of Lot 20, Block "F", EMERALD ACRES PHASE III, a subdivision as per map or plat thereof recorded in Plat Book 12, Page 46, of the Public Records of Leon County, Florida, thence run North 88 degrees 51 minutes 52 seconds East 919.34 feet, thence South 01 degrees 08 minutes 33 seconds East 218.04 feet, thence North 88 degrees 50 minutes 34 seconds East 216.59 feet to the Westerly right of way boundary of Topaz Way (60' wide), said point being on a curve concave Northeasterly, thence run Southeasterly along said curve having a radius of 830.00 feet, through a central angle of 04 degrees 17 minutes 14 seconds for an arc distance of 62.10 feet (the chord of said arc bears South 16 degrees 03 minutes 58 seconds East 62.09 feet), thence run South 88 degrees 50 minutes 34 seconds West 165.10 feet, thence South 01 degrees 08 minutes 33 seconds East 117.00 feet, thence North 88 degrees 50 minutes 34 seconds East 210.96 feet to the aforesaid Westerly right of way boundary of Topaz Way, said point being on a curve concave Northeasterly, thence run Southeasterly along said right of way as follows: Southeasterly along said curve having a radius of 830.00 feet, through a central angle of 11 degrees 53 minutes 02 seconds for an arc distance of 172.15 feet (the chord of said arc bears South 32 degrees 50 minutes 03 seconds East 171.85 feet) to a point of reverse curve to the right, thence along said curve having a radius of 320.00 feet, through a central angle of 40 degrees 25 minutes 55 seconds for an arc distance of 225.81 feet (the chord of said arc bears South 18 degrees 33 minutes 37 seconds East 221.16 feet), thence run South 01 degrees 39 minutes 20 seconds West 51.00 feet, thence leaving said right of way boundary run South 88 degrees 50 minutes 34 seconds West 641.58 feet, thence North 01 degrees 08 minutes 07 seconds West 220.86 feet, thence South 88 degrees 44 minutes 48 seconds West 710.23 feet, thence North 01 degrees 08 minutes 33 seconds West 583.94 feet to the POINT OF BEGINNING, containing 17.45 acres, more or less and located in Section 9, Township 1 North, Range 2 East, Leon County, Florida.

49.46 ACRE PARCEL:

BEGIN at a concrete monument marking the Northeast corner of Section 9, Township 1 North, Range 2 East, Leon County, Florida, thence run North 88 degrees 51 minutes 29 seconds East 113.50 feet to the Westerly maintained right of way boundary of Crump Road (width varies), thence run Southeasterly along said right of way boundary as follows: South 41 degrees 26 minutes 35 seconds East 110.41 feet, thence South 47 degrees 08 minutes 17 seconds East 109.83 feet, thence South 44 degrees 40 minutes 59 seconds East 124.12 feet, thence South 31 degrees 01 minutes 23 seconds East 118.92 feet, thence South 21 degrees 44 minutes 27 seconds East 105.21 feet, thence South 09 degrees 33 minutes 09 seconds East 104.65 feet, thence South 00 degrees 14 minutes 11 seconds East 73.40 feet, thence South 12 degrees 17 minutes 37 seconds West 136.81 feet, thence South 17 degrees 57 minutes 45 seconds West 589.01 feet to a concrete monument, thence leaving said Westerly right of way boundary run South 88 degrees 50 minutes 34 seconds West along the Northerly boundary of EMERALD ACRES PHASE I, a subdivision as per map or plat thereof recorded in Plat Book 11, Page 64 of the Public Records of Leon County, Florida a distance of 1473.19 feet to the Easterly right of way boundary of Topaz Way (60' wide), thence North 01 degree 39 minutes 20 seconds East along said boundary a distance of 48.06 feet to the point of a curve to the left, thence along said curve having a radius of 380.00 feet, through a central angle of 31 degrees 46 minutes 37 seconds for an arc distance of 210.97 feet (the chord of said arc bears North 14 degrees 14 minutes 58 seconds West 208.27 feet), thence leaving said Easterly boundary run North 88 degrees 45 minutes 51 seconds East 204.41 feet, thence North 26 degrees 34 minutes 46 seconds West 168.73 feet, thence North 37 degrees 29 minutes 04 seconds West 220.06 feet, thence North 11 degrees 55 minutes 30 seconds West 114.94 feet, thence North 08 degrees 34 minutes 42 seconds East 223.41 feet, thence North 02 degrees 04 minutes 30 seconds West 107.17 feet, thence South 88 degrees 51 minutes 52 seconds West 173.00 feet, thence North 01 degrees 08 minutes 33 seconds West 298.00 feet, thence North 88 degrees 51 minutes 52 seconds East 111.24 feet, thence North 88

EXHIBIT A

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degrees 51 minutes 40 seconds East 1328.58 feet to the POINT OF BEGINNING, containing 49.46 acres, more or less.

50.68 ACRE PARCEL:

Commence at a concrete monument marking the Northeast corner of Section 9, Township 1 North, Range 2 East, Leon County, Florida, thence run North 88 degrees 51 minutes 29 seconds East 182.27 feet to a concrete monument on the Easterly maintained right of way boundary of Crump Road (width varies), thence run North 89 degrees 05 minutes 47 seconds East 418.88 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 08 minutes 16 seconds East 2092.88 feet, thence South 01 degrees 42 minutes 43 seconds East 225.03 feet, thence South 88 degrees 17 minutes 17 seconds West 242.28 feet, thence South 01 degrees 42 minutes 43 seconds East 354.00 feet, thence South 88 degrees 17 minutes 17 seconds West 182.28 feet, thence South 01 degrees 42 minutes 43 seconds East 248.22 feet, thence North 88 degrees 17 minutes 17 seconds East 182.28 feet, thence South 01 degrees 42 minutes 43 seconds East 244.27 feet, thence South 88 degrees 52 minutes 17 seconds West 1069.30 feet, thence South 01 degrees 43 minutes 56 seconds East 100.04 feet, thence South 79 degrees 51 minutes 01 seconds West 244.92 feet, thence North 77 degrees 49 minutes 54 seconds West 370.16 feet, thence North 84 degrees 27 minutes 20 seconds West 423.05 feet to the aforesaid Easterly maintained right of way boundary of Crump Road, thence run Northerly along said boundary as follows: North 17 degrees 24 minutes 56 seconds East 299.64 feet, thence North 15 degrees 19 minutes 18 seconds East 145.46 feet, thence North 00 degrees 59 minutes 57 seconds East 148.09 feet, thence North 11 degrees 42 minutes 40 seconds West 124.61 feet, thence North 23 degrees 01 minutes 43 seconds West 110.90 feet, thence leaving said right of way boundary run North 46 degrees 03 minutes 42 seconds East 205.30 feet, thence North 01 degrees 00 minutes 39 seconds East 150.08 feet to the POINT OF BEGINNING, containing 50.68 acres, more or less.

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EMERALD WOODS PHASE II

KNOW ALL MEN BY THESE PRESENTS: That this First Amendment to Declaration of Covenants, Conditions and Restrictions of Emerald Woods Phase II Home Owners Association, Inc. by Premier Construction and Development, Inc. and Turner Land Enterprises, LLC, ., hereinafter referred to as "Declarant", and whose address is 2811-E Industrial Plaza Drive, Tallahassee, Florida 32301.

The above referenced declaration is hereby amended to add the following provisions:

- I. Article I, Section 4 shall also be understood to be the recorded plat of Emerald Acres Phase IV as recorded in Plat Book 15, pages 29 through 32.
- II. Article IV Conservation Easements exist in the aforementioned Plat and shall be maintained as has been described within the recorded conservation easements as shown on that Plat.
- III. Additional Definitions:
 - A. "Common, Green, or Restricted Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall specifically include all areas designated as Green Areas on the recorded subdivision plats.
 - B. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure planting or other material shall be placed or permitted to remain which may damage the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible.

IN WITNESS WHEREOF, the undersigned being the Declarant and Developer herein, has caused this Amendment to be executed this 25th day May, 2004.

WITNESSES:

EMERALD WOODS PHASE II
HOMEOWNERS ASSOCIATION, INC.

Fred Smith
F. Michael Dimitroff
Frank Sica (Hon)

Mehrdad Ghazvini
 Mehrdad Ghazvini, its President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged to me this 25th day of May, 2004 by Mehrdad Ghazvini as President of Emerald Woods Phase II Homeowners Association, on behalf of the association. He is personally known to me and did not take an oath.

Notary Public *Fred Smith*
 Printed Name: *F. Michael Dimitroff*
 My Commission Expires: *10/22/05*

(SEAL)
 F. Michael Dimitroff
 MY COMMISSION # DD046277 EXPIRES
 October 22, 2005
 BONDED THROUGH FARMERS INSURANCE CO

EXHIBIT A

17.45 ACRE PARCEL:

BEGIN AT THE SOUTHWEST CORNER OF LOT 20, BLOCK "F", EMERALD ACRES PHASE III, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 46, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE RUN NORTH 88 DEGREES 51 MINUTES 52 SECONDS EAST 919.34 FEET, THENCE SOUTH 01 DEGREES 08 MINUTES 33 SECONDS EAST 218.04 FEET, THENCE NORTH 88 DEGREES 50 MINUTES 34 SECONDS EAST 216.59 FEET TO THE WESTERLY RIGHT OF WAY BOUNDARY OF TOPAZ WAY (60' WIDE), SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 830.00 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 17 MINUTES 14 SECONDS FOR AN ARC DISTANCE OF 62.10 FEET (THE CHORD OF SAID ARC BEARS SOUTH 16 DEGREES 03 MINUTES 58 SECONDS EAST 62.09 FEET), THENCE RUN SOUTH 88 DEGREES 50 MINUTES 34 SECONDS WEST 165.10 FEET, THENCE SOUTH 01 DEGREES 08 MINUTES 33 SECONDS EAST 117.00 FEET, THENCE NORTH 88 DEGREES 50 MINUTES 34 SECONDS EAST 210.96 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY BOUNDARY OF TOPAZ WAY, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY AS FOLLOWS: SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 830.00 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 53 MINUTES 02 SECONDS FOR AN ARC DISTANCE OF 172.15 FEET (THE CHORD OF SAID ARC BEARS SOUTH 32 DEGREES 50 MINUTES 03 SECONDS EAST 171.85 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT, THENCE ALONG SAID CURVE HAVING A RADIUS OF 320.00 FEET, THROUGH A CENTRAL ANGLE OF 40 DEGREES 25 MINUTES 55 SECONDS FOR AN ARC DISTANCE OF 225.81 FEET (THE CHORD OF SAID ARC BEARS SOUTH 18 DEGREES 33 MINUTES 37 SECONDS EAST 221.16 FEET), THENCE RUN SOUTH 01 DEGREES 39 MINUTES 20 SECONDS WEST 51.00 FEET, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 88 DEGREES 50 MINUTES 34 SECONDS WEST 641.58 FEET, THENCE NORTH 01 DEGREES 08 MINUTES 07 SECONDS WEST 220.86 FEET, THENCE SOUTH 88 DEGREES 44 MINUTES 48 SECONDS WEST 710.23 FEET, THENCE NORTH 01 DEGREES 08 MINUTES 33 SECONDS WEST 583.94 FEET TO THE POINT OF BEGINNING, CONTAINING 17.45 ACRES, MORE OR LESS AND LOCATED IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA.

49.46 ACRE PARCEL:

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE RUN NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST 113.50 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY BOUNDARY OF CRUMP ROAD (WIDTH VARIES), THENCE RUN SOUTHERLY ALONG SAID RIGHT OF WAY BOUNDARY AS FOLLOWS: SOUTH 41 DEGREES 26 MINUTES 35 SECONDS EAST 110.41 FEET, THENCE SOUTH 47 DEGREES 08 MINUTES 17 SECONDS EAST 109.83 FEET, THENCE SOUTH 44 DEGREES 40 MINUTES 59 SECONDS EAST 124.12 FEET, THENCE SOUTH 31 DEGREES 01 MINUTES 23 SECONDS EAST 118.92 FEET, THENCE SOUTH 21 DEGREES 44 MINUTES 27 SECONDS EAST 105.21 FEET, THENCE SOUTH 09 DEGREES 33 MINUTES 09 SECONDS EAST 104.65 FEET, THENCE SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST 73.40 FEET, THENCE SOUTH 12 DEGREES 17 MINUTES 37 SECONDS WEST 136.81 FEET, THENCE SOUTH 17 DEGREES 57 MINUTES 45 SECONDS WEST 589.01 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID WESTERLY RIGHT OF WAY BOUNDARY RUN SOUTH 88 DEGREES 50 MINUTES 34 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF EMERALD ACRES PHASE I, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 1473.19 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF TOPAZ WAY (60' WIDE), THENCE NORTH 01 DEGREES 39 MINUTES 20 SECONDS EAST ALONG SOLD BOUNDARY A DISTANCE OF 48.06 FEET TO THE POINT OF A CURVE TO THE LEFT, THENCE ALONG SAID CURVE HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 48 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 210.97 FEET (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 14 MINUTES 58 SECONDS WEST 208.27 FEET), THENCE LEAVING SAID EASTERLY BOUNDARY RUN NORTH 88 DEGREES 45 MINUTES 51 SECONDS EAST 204.41 FEET, THENCE NORTH 26 DEGREES 34 MINUTES 46 SECONDS WEST 168.73 FEET, THENCE NORTH 37 DEGREES 29 MINUTES 04 SECONDS WEST 220.06 FEET, THENCE NORTH 11 DEGREES 55 MINUTES 30 SECONDS WEST 114.94 FEET, THENCE NORTH 08 DEGREES 34 MINUTES 42 SECONDS EAST 223.41 FEET, THENCE NORTH 02 DEGREES 04 MINUTES 30 SECONDS WEST 107.17 FEET, THENCE SOUTH 88 DEGREES 51 MINUTES 52 SECONDS WEST 173.00 FEET, THENCE NORTH 01 DEGREES 08 MINUTES 33 SECONDS WEST 298.00 FEET, THENCE NORTH 88 DEGREES 51 MINUTES 52 SECONDS EAST 111.24 FEET, THENCE NORTH 88 DEGREES 51 MINUTES 40 SECONDS EAST 1328.58 FEET TO THE POINT OF BEGINNING, CONTAINING 49.46 ACRES, MORE OR LESS.

50.68 ACRE PARCEL:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE RUN NORTH 88 DEGREES 51 MINUTES 29 SECONDS EAST 182.27 FEET TO A CONCRETE MONUMENT ON THE EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY OF CRUMP ROAD (WIDTH VARIES), THENCE RUN NORTH 89 DEGREES 05 MINUTES 47 SECONDS EAST 418.88 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE RUN NORTH 89 DEGREES 08 MINUTES 16 SECONDS EAST 2092.88 FEET, THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS EAST 225.03 FEET, THENCE SOUTH 88 DEGREES 17 MINUTES 17 SECONDS WEST 242.28 FEET, THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS EAST 354.00 FEET, THENCE SOUTH 88 DEGREES 17 MINUTES 17 SECONDS WEST 182.28 FEET, THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS EAST 248.22 FEET, THENCE NORTH 88 DEGREES 17 MINUTES 17 SECONDS EAST 182.28 FEET, THENCE SOUTH 01 DEGREES 42 MINUTES 43 SECONDS EAST 244.27 FEET, THENCE SOUTH 88 DEGREES 52 MINUTES 17 SECONDS WEST 1069.30 FEET, THENCE SOUTH 01 DEGREES 43 MINUTES 56 SECONDS EAST 100.04 FEET, THENCE SOUTH 79 DEGREES 51 MINUTES 01 SECONDS WEST 244.92 FEET, THENCE NORTH 77 DEGREES 49 MINUTES 54 SECONDS WEST 370.16 FEET, THENCE NORTH 84 DEGREES 27 MINUTES 20 SECONDS WEST 423.05 FEET TO THE AFORESAID EASTERLY MAINTAINED RIGHT OF WAY BOUNDARY OF CRUMP ROAD, THENCE RUN NORTHERLY ALONG SAID BOUNDARY AS FOLLOWS: NORTH 17 DEGREES 24 MINUTES 56 SECONDS EAST 299.64 FEET, THENCE NORTH 13 DEGREES 19 MINUTES 18 SECONDS EAST 145.46 FEET, THENCE NORTH 00 DEGREES 59 MINUTES 57 SECONDS EAST 148.09 FEET, THENCE NORTH 11 DEGREES 42 MINUTES 40 SECONDS WEST 124.61 FEET, THENCE NORTH 23 DEGREES 01 MINUTES 43 SECONDS WEST 110.90 FEET, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN NORTH 46 DEGREES 03 MINUTES 42 SECONDS EAST 205.30 FEET, THENCE NORTH 01 DEGREES 00 MINUTES 39 SECONDS EAST 150.08 FEET TO THE POINT OF BEGINNING, CONTAINING 50.68 ACRES, MORE OR LESS.