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AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RUSSELL'S POND



BK: R2103 PG: 00610

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RUSSELL'S POND, is made and executed this 11<sup>th</sup> day of March, 1998, by Oak Valley Partners, Inc , a Florida corporation, and amends that certain Declaration of Covenants, Conditions and Restrictions of Russell's Pond recorded January 23, 1998 in Official Records Book 2087, at Page 1045 of the Public Records of Leon County, Florida

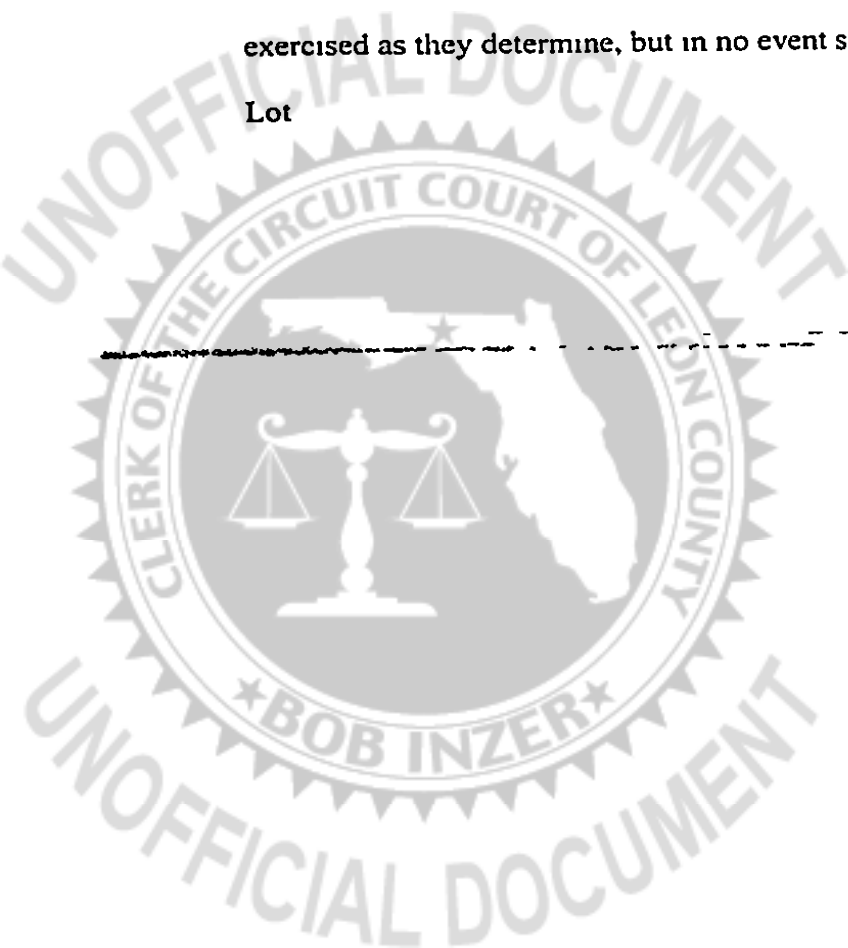
The amendments are as follows.

1 Article II, Section 1(c) is hereby amended to read as follows

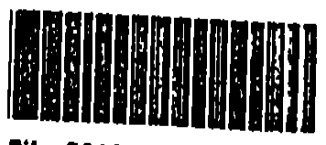
(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the lot owners, excluding the developer, has been recorded), and

2 Article III, Section 2 is amended to read

The Association shall have one (1) class of voting membership, which shall be all Lot owners who 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 vote be cast with respect to any Lot



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3. All other references to multiples classes of voting membership within the Declaration of Covenants, Conditions and Restrictions of Russell's Pond is hereby deleted

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written

WITNESSES

Sonya K. Daws  
Sonya K. Daws  
Melinda J. Towler  
Melinda J. Towler

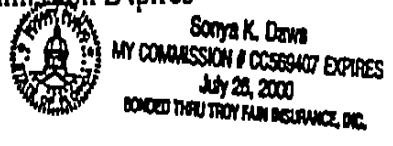
OAK VALLEY PARTNERS, INC , a Florida corporation

By James R. Guerrero  
Its Vice President

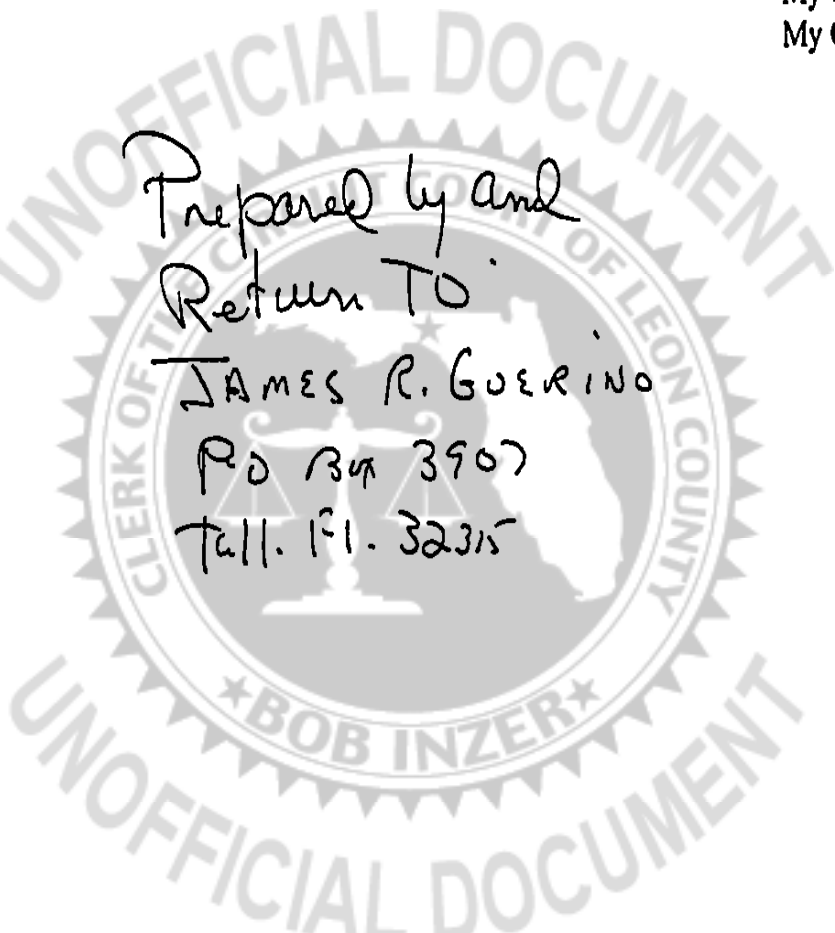
State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this 11th day of March, 1998, by James R. Guerrero as the Vice Pres. of Oak Valley Partners, Inc , a Florida corporation He/She is personally known to me or has produced \_\_\_\_\_ as identification

Sonya K. Daws  
NOTARY PUBLIC  
STATE OF FLORIDA  
My Commission No  
My Commission Expires



Prepared by and  
Return TO  
JAMES R. GUERINO  
PO Box 3907  
Tall. Fl. 32315



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APPURTENANT TO AND 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 THE RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID AND FOR A PERIOD NOT TO EXCEED 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 OR TO MORTGAGE ALL OR ANY PART OF THE COMMON AREA (NO SUCH DEDICATION, TRANSFER OR MORTGAGE SHALL BE EFFECTIVE UNLESS AN INSTRUMENT AGREEING TO SUCH DEDICATION OR TRANSFER SIGNED BY 2/3RDS OF EACH CLASS OF MEMBERS HAS BEEN RECORDED), AND

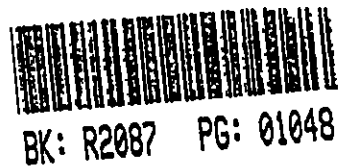
SECTION 2. DELEGATION OF USE. ANY OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BY-LAWS, HIS RIGHT OF ENJOYMENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY, HIS TENANTS, OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY

### ARTICLE III

#### 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

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SECTION 2. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP.

CLASS A. THE CLASS A MEMBERS 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 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 VOTE BE CAST WITH RESPECT TO ANY LOT.

CLASS B. THE CLASS B MEMBER(S) SHALL BE THE DECLARANT AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED, EXCEPT AS TO THE ELECTION OF THE BOARD OF DIRECTORS FOR THE ASSOCIATION AND AS TO THE AMENDMENT OF THESE RESTRICTIVE COVENANTS, IN WHICH CASES THE DECLARANT SHALL ONLY BE ENTITLED TO ONE (1) VOTE FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

(A) WHEN THE TOTAL VOTES OUTSTANDING IN THE CLASS A MEMBERSHIP EQUAL THE TOTAL VOTES OUTSTANDING IN THE CLASS B MEMBERSHIP, OR

(B) UPON THE EXPIRATION OF FIVE (5) YEARS FROM THE DATE OF THE RECORDING OF THIS DECLARATION.

#### ARTICLE IV

#### 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 THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREES 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

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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 EACH 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.

SECTION 2. PURPOSE AND AMOUNT OF ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL COMMENCE WITHIN ONE YEAR AFTER THE CONVEYANCE OF THE COMMON AREA, AND SHALL BE USED EXCLUSIVELY TO PROMOTE THE RECREATION, HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS IN THE PROPERTIES AND TO COVER THE COSTS OF MAINTENANCE, REPAIRS AND REPLACEMENT OF FACILITIES AND MANAGEMENT AND PROTECTION OF THE COMMON AREAS

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. FOR THE FIRST YEAR ANNUAL ASSESSMENTS ARE COLLECTED, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE THIRTY DOLLARS (\$30.00) PER LOT

(A) FROM AND AFTER JANUARY 1 OF THE YEAR IMMEDIATELY FOLLOWING THE FIRST DATE ANNUAL ASSESSMENTS ARE COLLECTED, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR NOT MORE THAN 5% ABOVE THE ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF THE MEMBERSHIP

(B) THEREAFTER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED ABOVE 5% BY A VOTE OF TWO-THIRDS (2/3) OF EACH CLASS OF 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 ANY TIME TO AN AMOUNT NOT IN EXCESS OF THE MAXIMUM

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY



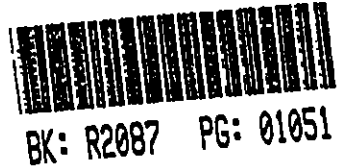
ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF TWO-THIRDS (2/3) OF THE VOTES OF EACH CLASS OF MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE

SECTION 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 SECTION 3 OR 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 PROXIES ENTITLED TO CAST A MAJORITY OF ALL THE VOTES OF EACH CLASS OF MEMBERSHIP SHALL CONSTITUTE A QUORUM

SECTION 6. UNIFORM RATE OF ASSESSMENT AND COLLECTION. BOTH ANNUAL AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM RATE FOR ALL LOTS AND MAY BE COLLECTED ON A MONTHLY OR QUARTERLY BASIS

SECTION 7. ELECTION OF BOARD OF DIRECTORS. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. DUE DATES. THE FIRST ELECTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL OCCUR BEFORE MORE THAN FIFTY PERCENT (50%) OF THE LOTS HAVE BEEN SOLD OR CONVEYED BY THE DECLARANT THE ANNUAL ASSESSMENTS PROVIDED FOR HEREIN SHALL COMMENCE AS TO ALL LOTS ON THE FIRST DAY OF THE MONTH FOLLOWING THE CONVEYANCE OF THE COMMON AREA THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR THE BOARD OF DIRECTORS SHALL FIX THE AMOUNT OF THE ANNUAL ASSESSMENT AGAINST EACH LOT AT LEAST THIRTY (30) DAYS IN ADVANCE OF EACH ANNUAL ASSESSMENT PERIOD WRITTEN NOTICE OF THE ANNUAL ASSESSMENT SHALL BE SENT TO EVERY OWNER SUBJECT THERETO THE DUE DATES SHALL BE

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ESTABLISHED BY THE BOARD OF DIRECTORS. THE ASSOCIATION SHALL, UPON DEMAND, AND FOR A REASONABLE CHARGE, FURNISH A CERTIFICATE SIGNED BY AN OFFICER OF THE ASSOCIATION SETTING FORTH WHETHER THE ASSESSMENTS ON A SPECIFIED LOT HAVE BEEN PAID. A PROPERLY EXECUTED CERTIFICATE OF THE ASSOCIATION AS TO THE STATUS OF ASSESSMENTS ON A LOT IS BINDING UPON THE ASSOCIATION AS OF THE DATE OF ITS ISSUANCE.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM OR AT SUCH OTHER LEGAL RATE AS MAY BE ESTABLISHED BY THE BOARD OF DIRECTORS. 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. 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 MORTGAGEE 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 10. EXEMPT PROPERTY. ALL PROPERTIES DEDICATED TO, AND ACCEPTED BY, A LOCAL PUBLIC AUTHORITY AND ALL PROPERTIES OWNED BY A CHARITABLE OR NONPROFIT ORGANIZATION EXEMPT FROM TAXATION BY THE LAWS OF THE

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STATE OF FLORIDA SHALL BE EXEMPT FROM THE ASSESSMENTS CREATED HEREIN,  
EXCEPT NO LAND OR IMPROVEMENTS DEVOTED TO DWELLING USE SHALL BE EXEMPT  
FROM SAID ASSESSMENTS.

SECTION 1.1. OBLIGATIONS OF DECLARANT/ASSOCIATION. IN THE EVENT  
DECLARANT OR THE ASSOCIATION FAILS TO PERFORM ITS OBLIGATIONS IN REGARD TO  
ANNUAL ASSESSMENTS AND THE MAINTENANCE OR REPAIR OF ANY COMMON AREAS, AN  
OWNER MAY SUE TO ENFORCE SAID OBLIGATIONS, AND THE PREVAILING PARTY UNDER  
SUCH LITIGATION SHALL BE ENTITLED TO ATTORNEYS' FEES

#### ARTICLE V

#### EASEMENTS

THE DECLARANT HEREBY RESERVES, EXCEPTS, IMPOSES, GRANTS AND CREATES  
A NON-EXCLUSIVE, PERPETUAL EASEMENT TO AND ON BEHALF OF THE DECLARANT, THE  
ASSOCIATION, THE OWNERS, THEIR GRANTEEES, HEIRS AND SUCCESSORS IN INTEREST  
FOR DRAINAGE AND UTILITY PURPOSES A THREE FOOT EASEMENT ON THE SIDE OF EACH  
LOT, AS WELL AS AN EASEMENT FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS  
THAT PORTION OF THE PROPERTY DESCRIBED IN "EXHIBIT B" ATTACHED HERETO AND BY  
REFERENCE MADE A PART HEREOF THIS EASEMENT SHALL BE MAINTAINED BY THE  
ASSOCIATION WITHIN THIS EASEMENT, NO STRUCTURE, PLANTING OR OTHER MATERIAL  
WHICH MAY INTERFERE WITH THE USE AND PURPOSE OF THE EASEMENT SHALL BE  
PLACED OR PERMITTED TO REMAIN

#### ARTICLE VI

#### ROADWAYS

ALL STREETS AND ROADWAYS IN THE SUBDIVISION ARE DEDICATED TO LEON  
COUNTY, PROVIDED, HOWEVER, THAT IN THE EVENT ANY OTHER STREET, ROAD, ALLEY  
OR MEANS OF INGRESS AND EGRESS IS CUT INTO THE SUBDIVISION, THE ASSOCIATION  
SHALL DEDICATE SUCH STREET ROAD OR ALLEY TO PUBLIC USE WHENEVER TWO-THIRDS  
(2/3) OF THE OWNERS OF TWO-THIRDS (2/3) OF THE PROPERTY ABUTTING SUCH STREET  
OR ROAD PRESENT A SIGNED PETITION PROPOSING SUCH DEDICATION TO THE COUNTY



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OR ITS SUCCESSOR LOCAL GOVERNMENT AND SUCH LOCAL GOVERNMENT AGREES TO ACCEPT SUCH DEDICATION.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTIES, 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, AND LOCATION 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 THE ARCHITECTURAL CONTROL COMMITTEE COMPOSED OF THREE (3) OR MORE REPRESENTATIVES APPOINTED BY THE BOARD THE INITIAL COMMITTEE SHALL BE. R RICHARD YATES, JR., JAMES R. GUERINO AND SUSAN PLATT IN THE EVENT SAID BOARD, OR ITS DESIGNATED COMMITTEE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN SEVEN (7) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS ARTICLE WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH

#### ARTICLE VIII

##### 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 OF ANY TYPE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN SINGLE FAMILY RESIDENCES, AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE

#### ARTICLE IX

##### SUBDIVISION OF LOT

NO LOT SHALL BE RE-SUBDIVIDED

#### ARTICLE X

##### DWELLING SIZE

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NO DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, CARPORTS AND GARAGES, CONTAINS AT LEAST 1,050 SQUARE FEET FOR A ONE-STORY DWELLING AND A LEAST 600 SQUARE FEET ON THE GROUND FLOOR FOR A DWELLING OF MORE THAN ONE STORY, EXCLUSIVE OF OPEN PORCHES, CARPORTS AND GARAGES. NO DWELLING SHALL EXCEED TWO AND ONE-HALF STORIES IN HEIGHT.

#### ARTICLE XI

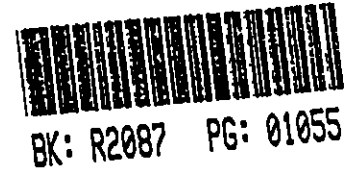
##### BUILDING, DRIVEWAY AND FENCE LOCATION

NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 15 FEET TO THE FRONT LOT LINE, NEARER THAN 15 FEET TO THE REAR LOT LINE, AND NEARER THAN 5.5 FEET TO A SIDE-INTERIOR LOT LINE. -FOR THE PURPOSES OF THIS ARTICLE X, EAVES AND STEPS SHALL NOT BE CONSIDERED AS A 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 ONE (1) FOOT TO AN INTERIOR LOT LINE. ALL DRIVEWAYS MUST BE OF CONCRETE MATERIAL. ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO DESIGN, MATERIAL AND HEIGHT, AND NO FENCE SHALL BE LOCATED NEARER TO THE FRONT LOT LINE THAN THE REAR OF THE PRIMARY BUILDING. THE BOARD OF DIRECTORS OF THE ASSOCIATION OR AN ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE BOARD MAY, IN ITS SOLE DISCRETION, GRANT VARIANCES TO THE RESTRICTIONS PROVIDED FOR IN THIS ARTICLE. ALL DRIVEWAYS MUST BE OF CONCRETE MIXTURE.

#### ARTICLE XII

##### 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 XIII

TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, STORAGE BUILDING, OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY ANY OUT BUILDING TO BE USED AS A STORAGE UNIT MUST BE FIRST APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO DESIGN, MATERIALS AND LOCATION UPON THE LOT

ARTICLE XIV

SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET TO ADVERTISE THE PROPERTY FOR SALE OR LEASE

ARTICLE XV

LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, PROVIDED, HOWEVER, DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE

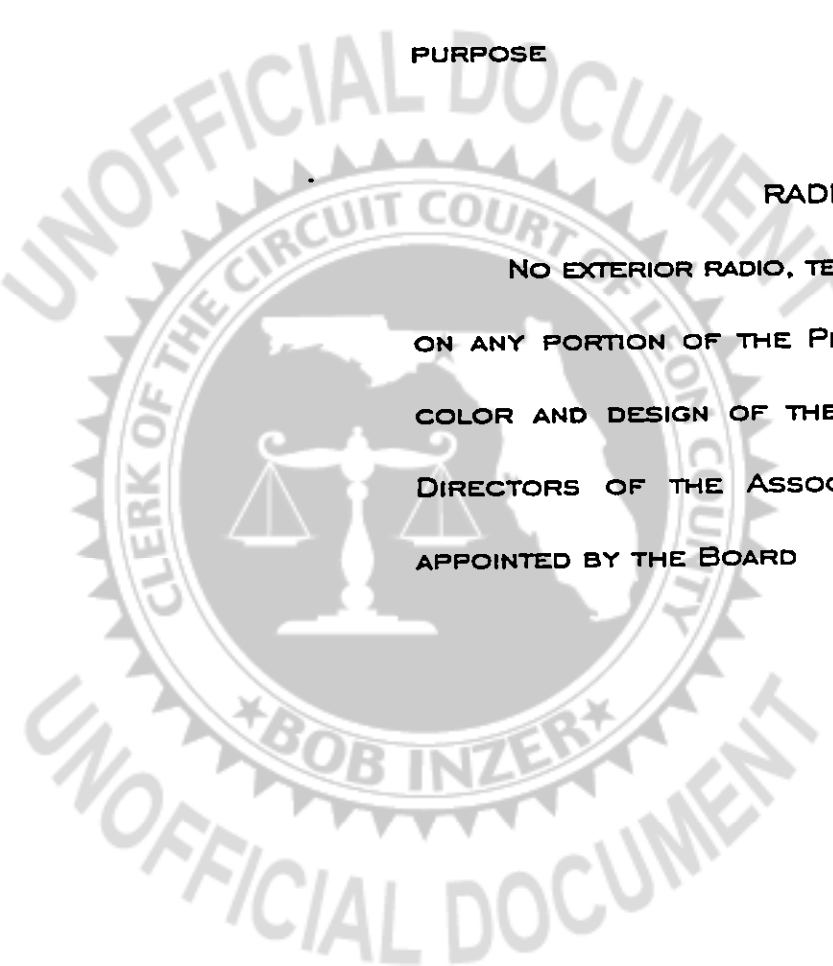
ARTICLE XVI

RADIO AND TELEVISION ANTENNA

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 BOARD OF DIRECTORS OF THE ASSOCIATION OR AN ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE BOARD

ARTICLE XVII

MAIL BOXES





NO MAIL BOX OR PAPER BOX OR OTHER RECEPTACLE OF ANY KIND FOR USE IN THE DELIVERY OF MAIL, NEWSPAPERS, MAGAZINES OR SIMILAR MATERIALS SHALL BE ERECTED OR LOCATED ON THE PROPERTIES UNLESS AND UNTIL THE SIZE, LOCATION AND TYPE OF MATERIAL FOR SAID BOXES OR RECEPTACLES SHALL HAVE BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OR AN ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE BOARD

#### ARTICLE XVIII

##### 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 INSTALLED IN SUCH A MANNER TO BE ACCEPTABLE TO THE BOARD OF DIRECTORS OF THE ASSOCIATION OR AN ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE BOARD 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.

#### ARTICLE XIX

##### SIGHT DISTANCE AT INTERSECTIONS

NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND LINE CONNECTING THEM AT POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED THE SAME SIGHT-LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT NO TREE SHALL BE PERMITTED TO REMAIN WITHIN

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SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES THE BOARD OF DIRECTORS OF THE ASSOCIATION OR AN ARCHITECTURAL CONTROL COMMITTEE APPOINTED BY THE BOARD MAY, IN ITS SOLE DISCRETION, GRANT VARIANCES TO THE RESTRICTIONS PROVIDED FOR IN THIS ARTICLE.

## ARTICLE XX

### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. THE ASSOCIATION, OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES 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

IN THE EVENT THE DECLARANT FAILS TO INCORPORATE THE ASSOCIATION, OR NEGLECTS TO PERFORM ANY OTHER ACT OR OBLIGATION SET FORTH HEREIN, THE ASSOCIATION OR ANY OWNER MAY FILE SUIT TO ENFORCE SUCH OBLIGATIONS THE PREVAILING PARTY UNDER SUCH LITIGATION SHALL BE ENTITLED TO THE AWARD OF ATTORNEY'S FEES THEREUNDER

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 EACH CLASS OF MEMBERS

SECTION 4. AMENDMENT. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME THEY SHALL BE

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AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS THIS DECLARATION MAY BE AMENDED BY AN INSTRUMENT SIGNED BY NOT LESS THAN SIXTY SIX AND TWO-THIRDS PERCENT (66-2/3%) OF THE LOT OWNERS AND NOT MORE THAN EIGHTY PERCENT (80%). 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 MOREOVER, ANY AMENDMENT HERETO REQUIRES THE WRITTEN CONSENT AND JOINDER OF THE COUNTY ATTORNEY'S OFFICE OF LEON COUNTY. ANY AMENDMENT MUST BE RECORDED

SECTION 5. FHAVA APPROVAL. AS LONG AS THERE IS A CLASS B MEMBERSHIP AND THERE ARE OUTSTANDING ANY MORTGAGES INSURED OR GUARANTEED 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 AREA, AND AMENDMENT OF THIS DECLARATION

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN, HAS CAUSED THIS DECLARATION TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED BY DECLARANT

ON THIS 30<sup>th</sup> DAY OF December, 1997

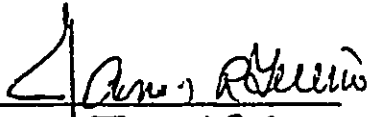
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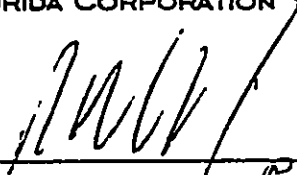



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WITNESSES.

OAK VALLEY PARTNERS, INC, A  
FLORIDA CORPORATION

  
JAMES R. GUERINO

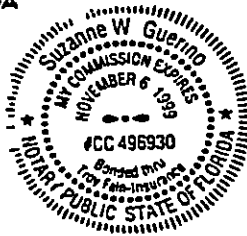
By:   
Its:  R. RICHARD YCTOG JR.

  
SUZANNE W GUERINO

STATE OF FLORIDA  
COUNTY OF LEON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30<sup>th</sup>  
DAY OF December, 1997, BY R. RICHARD YCTOG JR. AS THE PRESIDENT  
OF OAK VALLEY PARTNERS, INC, A FLORIDA CORPORATION HE IS PERSONALLY  
KNOWN TO ME OR HAS PRODUCED personally known AS IDENTIFICATION

  
NOTARY PUBLIC - STATE OF FLORIDA



FORMSUSUBDIVISIONS



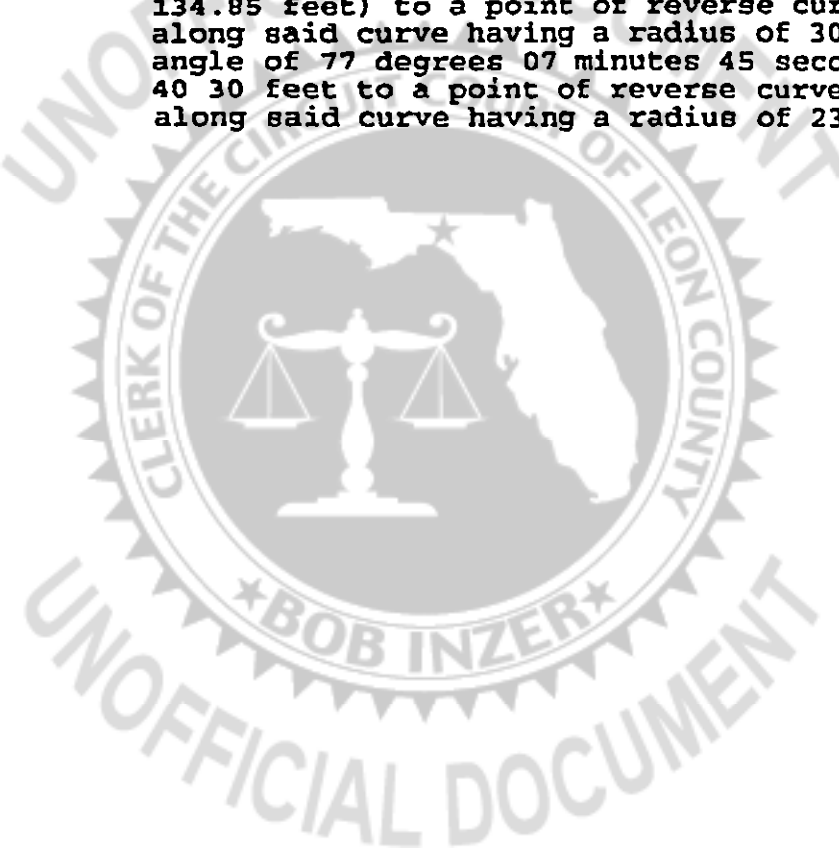
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BK: R2087 PG: 01060

LEGAL DESCRIPTION  
RUSSELL'S POND

Commence at an iron pipe marking the Northeast corner of Section 31, Township 2 North, Range 1 West, Leon County, Florida, and run North 88 degrees 24 minutes 31 seconds West 1322.92 feet to a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 31, thence continue North 88 degrees 25 minutes 06 seconds West 279.29 feet to a concrete monument on the Southwesterly right of way boundary of State Road No. 63, (U.S. Highway No. 27), said concrete monument lying on a curve concave to the Southwesterly, thence Southeasterly along said right of way curve having a radius of 8085.16 feet through a central angle of 07 degrees 52 minutes 32 seconds for an arc distance of 1111.32 feet (the chord of said arc bears South 50 degrees 45 minutes 19 seconds East 1110.45 feet) to a concrete monument (#1254), thence leaving said right of way run South 43 degrees 11 minutes 11 seconds West 200.26 feet to the POINT OF BEGINNING, said point being on a curve concave to the Southwesterly. From said POINT OF BEGINNING run Southeasterly along said curve having a radius of 7885.16 feet through a central angle of 00 degrees 39 minutes 53 seconds for an arc distance of 91.48 feet (the chord of said arc bears South 46 degrees 28 minutes 50 seconds East 91.48 feet) to the point of a compound curve, thence along said compound curve having a radius of 329.54 feet through a central angle of 46 degrees 38 minutes 09 seconds for an arc distance of 268.23 feet (the chord of said arc bears South 22 degrees 49 minutes 49 seconds East 260.88 feet) to a concrete monument (#1254), thence run South 44 degrees 11 minutes 24 seconds East 203.71 feet to an iron rod (#550?), thence South 39 degrees 45 minutes 47 seconds West 486.48 feet to a concrete monument, thence North 50 degrees 14 minutes 13 seconds West 15.00 feet, thence South 39 degrees 45 minutes 47 seconds West 97.69 feet, thence South 16 degrees 43 minutes 22 seconds West 231.63 feet, thence South 20 degrees 08 minutes 14 seconds West 64.01 feet, thence South 33 degrees 26 minutes 33 seconds West 63.94 feet, thence South 44 degrees 24 minutes 37 seconds East 117.51 feet, thence South 13 degrees 25 minutes 31 seconds West 26.28 feet to an iron rod (CHASTAIN-SKILLMAN), thence South 01 degrees 46 minutes 37 seconds West 205.41 feet, thence North 88 degrees 18 minutes 38 seconds West 25.00 feet, thence South 01 degrees 46 minutes 37 seconds West 110.00 feet, thence North 88 degrees 13 minutes 23 seconds West 332.00 feet, thence North 01 degrees 46 minutes 37 seconds East 126.91 feet to a point lying on a curve concave Northerly, thence Northwesterly along said curve having a radius of 222.50 feet through a central angle of 35 degrees 16 minutes 43 seconds for an arc distance of 137.00 feet (the chord of said arc bears North 47 degrees 51 minutes 09 seconds West 134.85 feet) to a point of reverse curve, thence Northwesterly along said curve having a radius of 30.00 feet through a central angle of 77 degrees 07 minutes 45 seconds for an arc distance of 40.30 feet to a point of reverse curve, thence Southwesterly along said curve having a radius of 230.00 feet through a



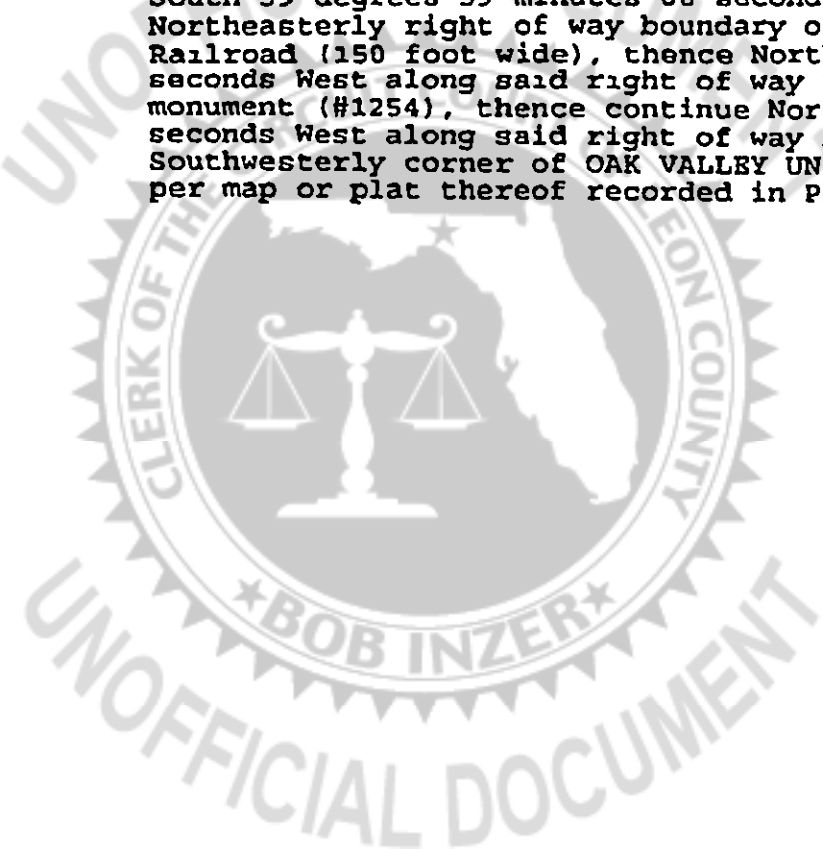


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BK: R2087 PG: 01061

central angle of 18 degrees 17 minutes 00 seconds for an arc distance of 73.39 feet, thence North 89 degrees 03 minutes 33 seconds West 191.02 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 205.00 feet through a central angle of 03 degrees 33 minutes 23 seconds for an arc distance of 12 72 feet to a point of reverse curve, thence Southwesterly along said curve having a radius of 30.00 feet through a central angle of 69 degrees 08 minutes 04 seconds for an arc distance of 36.20 feet to a point of reverse curve, thence Southwesterly along said curve having a radius of 430 00 feet through a central angle of 05 degrees 32 minutes 26 seconds for an arc distance of 41.58 feet, thence South 30 degrees 54 minutes 11 seconds West 24 20 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 150 00 feet through a central angle of 11 degrees 26 minutes 20 seconds for an arc distance of 29.95 feet, thence South 69 degrees 52 minutes 41 seconds East 124.00 feet, thence South 00 degrees 42 minutes 13 seconds West 55.14 feet, thence South 88 degrees 28 minutes 18 seconds East 341.84 feet, thence South 56 degrees 23 minutes 44 seconds East 28.44 feet, thence South 88 degrees 13 minutes 23 seconds East 332.00 feet, thence North 01 degrees 46 minutes 37 seconds East 110.00 feet, thence South 88 degrees 18 minutes 38 seconds East 25.00 feet, thence South 01 degrees 46 minutes 37 seconds West 70 59 feet to a concrete monument (#1254), thence South 01 degrees 21 minutes 05 seconds West 30.00 feet to an iron rod (#0340), thence South 01 degrees 41 minutes 24 seconds West 234.66 feet to a concrete monument on the Northerly right of way boundary of Tower Road (60 foot wide), thence North 88 degrees 18 minutes 38 seconds West along said right of way boundary 632.97 feet, thence North 01 degrees 43 minutes 24 seconds East 15.02 feet, thence South 88 degrees 16 minutes 36 seconds East 5.96 feet, thence North 01 degrees 41 minutes 22 seconds East 97.82 feet, thence North 65 degrees 48 minutes 27 seconds West 112 57 feet, thence North 88 degrees 18 minutes 38 seconds West 32 46 feet, thence South 81 degrees 53 minutes 23 seconds West 63 90 feet, thence South 08 degrees 06 minutes 37 seconds East 104 77 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 230.00 feet through a central angle of 03 degrees 45 minutes 42 seconds for an arc distance of 15.10 feet to a point of reverse curve, thence Southeasterly along said curve having a radius of 30.00 feet through a central angle of 83 degrees 57 minutes 42 seconds for an arc distance of 43.96 feet to the Northerly right of way boundary of Tower Road, thence North 88 degrees 18 minutes 38 seconds West along said boundary 206.64 feet, thence North 30 degrees 20 minutes 39 seconds West 623.99 feet, thence South 59 degrees 39 minutes 08 seconds West 309.40 feet to the Northeastly right of way boundary of the Seaboard Coast Line Railroad (150 foot wide), thence North 30 degrees 20 minutes 52 seconds West along said right of way 795 17 feet to a concrete monument (#1254), thence continue North 30 degrees 18 minutes 56 seconds West along said right of way 300.12 feet to the Southwesterly corner of OAK VALLEY UNIT No 2, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 86, of the



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Public Records of Leon County, Florida, thence run along the Southerly boundary of said OAK VALLEY UNIT No 2 and along the Southerly boundary of OAK VALLEY ESTATES, a subdivision as per map or plat thereof recorded in Plat Book 9, Page 65, the following: North 81 degrees 29 minutes 07 seconds East 831.54 feet to a concrete monument (#1254), thence North 74 degrees 44 minutes 44 seconds East 100.70 feet to a concrete monument (#1254), thence North 64 degrees 00 minutes 09 seconds East 222.74 feet to a concrete monument (#1254), thence North 13 degrees 59 minutes 25 seconds West 66.13 feet to a concrete monument (#1254), thence North 76 degrees 00 minutes 35 seconds East 60.00 feet to a concrete monument (#1254), thence South 13 degrees 59 minutes 25 seconds East 49.93 feet to a concrete monument (#1254), thence North 74 degrees 44 minutes 44 seconds East 110 00 feet to a concrete monument (#1254), thence South 44 degrees 56 minutes 48 seconds East 270.12 feet to a point in the lake, thence leaving said Southerly boundaries run North 85 degrees 45 minutes 49 seconds East 307.72 feet, thence North 36 degrees 35 minutes 35 seconds East 307.97 feet, thence South 53 degrees 21 minutes 10 seconds East 242.47 feet, thence North 68 degrees 39 minutes 18 seconds East 205.13 feet to a point on a curve concave to the Southwesterly, thence Northwesterly along said curve having a radius of 269.54 feet through a central angle of 24 degrees 48 minutes 11 seconds for an arc distance of 116.68 feet (the chord of said arc bears North 33 degrees 44 minutes 47 seconds West 115.77 feet) to the point of a compound curve, thence along said curve having a radius of 7825.16 feet through a central angle of 01 degrees 30 minutes 34 seconds for an arc distance of 206.16 feet (the chord of said arc bears North 46 degrees 54 minutes 10 seconds West 206.16 feet), thence North 42 degrees 20 minutes 33 seconds East 60.00 feet to a point on a curve concave to the Southwesterly, thence Southeasterly along said curve having a radius of 7885.16 feet through a central angle of 00 degrees 50 minutes 41 seconds for an arc distance of 116.27 feet (the chord of said arc bears South 47 degrees 14 minutes 07 seconds East 116.26 feet) to the POINT OF BEGINNING, containing 59 44 acres, more or less.

Less and except all lots in  
 Block H of the Russell's Pond  
 Subdivision



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AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RUSSELL'S POND



BK: R2103 PG: 00610

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RUSSELL'S POND, is made and executed this 11<sup>th</sup> day of March, 1998, by Oak Valley Partners, Inc , a Florida corporation, and amends that certain Declaration of Covenants, Conditions and Restrictions of Russell's Pond recorded January 23, 1998 in Official Records Book 2087, at Page 1045 of the Public Records of Leon County, Florida

The amendments are as follows.

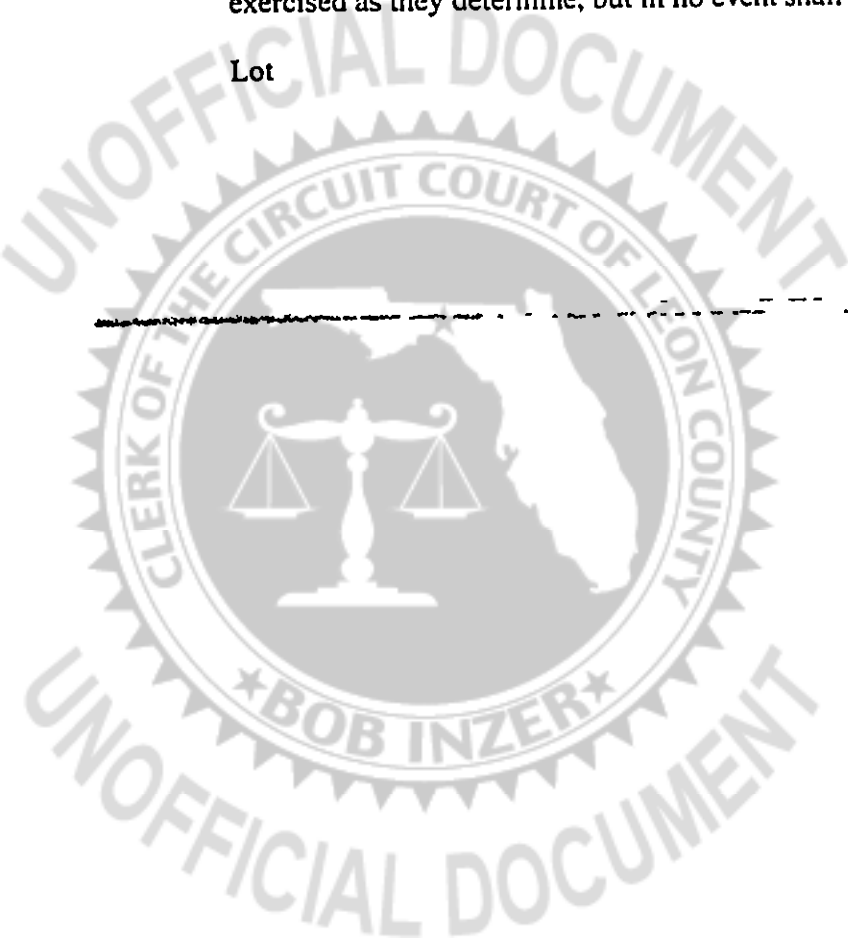
1 Article II, Section 1(c) is hereby amended to read as follows

(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 or to mortgage all or any part of the Common Area (no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the lot owners, excluding the developer, has been recorded), and

2 Article III, Section 2 is amended to read

The Association shall have one (1) class of voting membership, which shall be all Lot owners who 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 vote be cast with respect to any

Lot



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BK: R2103 PG: 00611

3. All other references to multiples classes of voting membership within the Declaration of Covenants, Conditions and Restrictions of Russell's Pond is hereby deleted

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written

WITNESSES

Sonya K. Daws  
Sonya K. Daws  
Melinda J. Towler  
Melinda J. Towler

OAK VALLEY PARTNERS, INC , a  
Florida corporation

By James R. Guerino  
Its Vice President

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this 11th day of March, 1998,  
by James R. Guerino as the Vice-Pres. of Oak Valley Partners, Inc , a Florida corporation  
He/She is personally known to me or has produced \_\_\_\_\_ as identification

Sonya K. Daws  
NOTARY PUBLIC  
STATE OF FLORIDA  
My Commission No  
My Commission Expires



Sonya K. Daws  
MY COMMISSION # CC569407 EXPIRES  
July 23, 2000  
BONDED THRU TROY FARM INSURANCE, INC.

Prepared by and  
Return TO  
JAMES R. GUERINO  
PO Box 3907  
Tall. Fl. 32315