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DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA:  
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on the 7<sup>th</sup> day of April, A.D., 1983, by RUSS DAVIS CONSTRUCTION COMPANY, INC., a Florida corporation, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer is the owner of real property described in Article I of this Declaration and desires to create thereon a residential community with permanent streets, open spaces, drainage facilities, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said interest therein, street right-of-ways, streets, footways, drainage easements, drainage facilities, street lighting, street signs, including buildings, structures, and personal property incident thereto, and other common facilities, and, to this end, desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and to each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing any assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, RUSTLE WOOD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

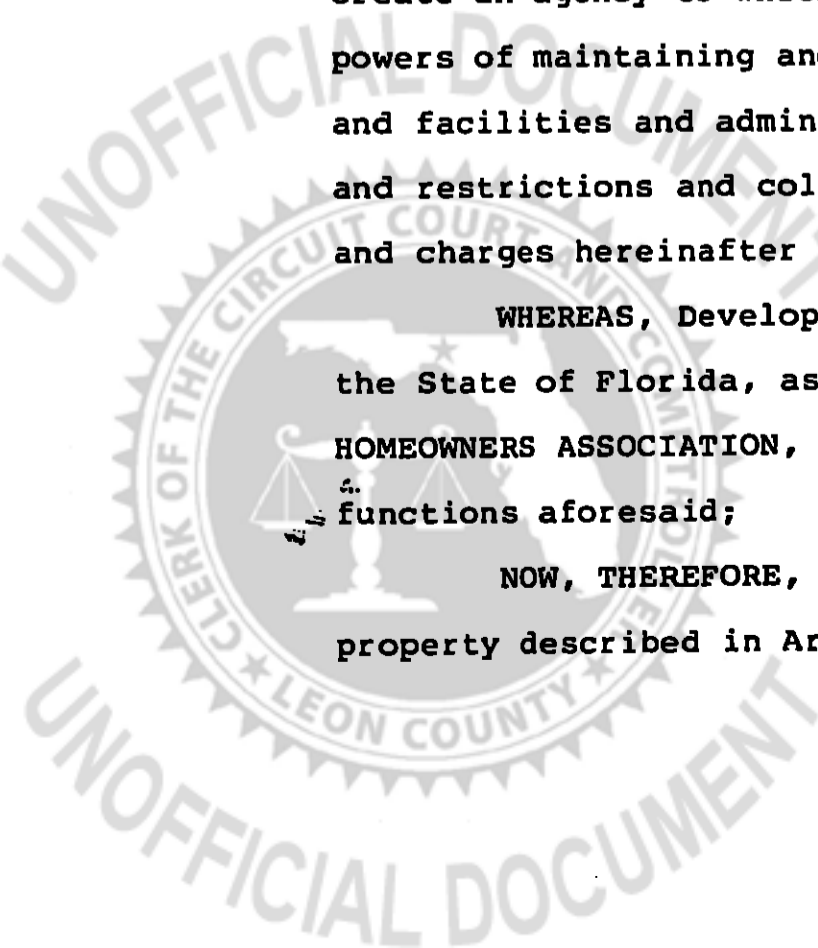
NOW, THEREFORE, the Developer declares that the real property described in Article I, is and shall be held, transferred,

APR 04 23 PM 1983

PAUL F. HANCOCK  
CLERK OF CIRCUIT COURT

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sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, Florida, and is more particularly described as follows:

From the Northeast corner of the West Half of the Northwest Quarter of Section 27, Township 2 North, Range 1 East, run South 00 degrees 03 minutes East along the East line of the West Half of the Northwest Quarter of said Section 27 a distance of 1369.66 feet thence North 66 degrees 04 minutes West 98.29 feet to the POINT OF BEGINNING from said POINT OF BEGINNING continue North 66 degrees 04 minutes West 624.0 feet to a point on the Eastern right of way boundary of the Thomasville Road (St. Rd. 61) thence South 23 degrees 26 minutes West along said right of way 416.0 feet thence leaving said right of way South 66 degrees 04 minutes East 624.0 feet thence North 23 degrees 26 minutes East 416.0 feet to the POINT OF BEGINNING containing 5.96 acres more or less.

and is further described by that certain survey prepared by Benjamin E. Brown on the 25th day of February, 1983, of which a copy is attached hereto and made a part hereof by reference.

ARTICLE II - DEFINITIONS

SECTION I - The following definitions shall be applied to words used in this Declaration or any supplemental Declaration filed herein.

A. Association shall mean and refer to the RUSTLE WOODS HOMEOWNERS ASSOCIATION, INC.

B. Board shall mean and refer to the Board of Directors of RUSTLE WOODS HOMEOWNERS ASSOCIATION, INC.

C. Common Property shall mean and refer to those areas of land on any recorded subdivision or map of said property intended to be devoted to the common use and enjoyment of the owners of the property.

D. Living Areas shall mean and refer to those heated and/or air conditioned areas which shall not include garages, carports, porches, patios, or storage areas.

E. Living Units shall mean and refer to any portion of a building situated upon the property designed and intended for use and occupancy as a resident by a single family.

F. Lots shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the common property as heretofore defined.

G. Members shall mean and refer to all those owners who are members of the Association as provided for in these covenants.

H. Owners shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated within the subdivision, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

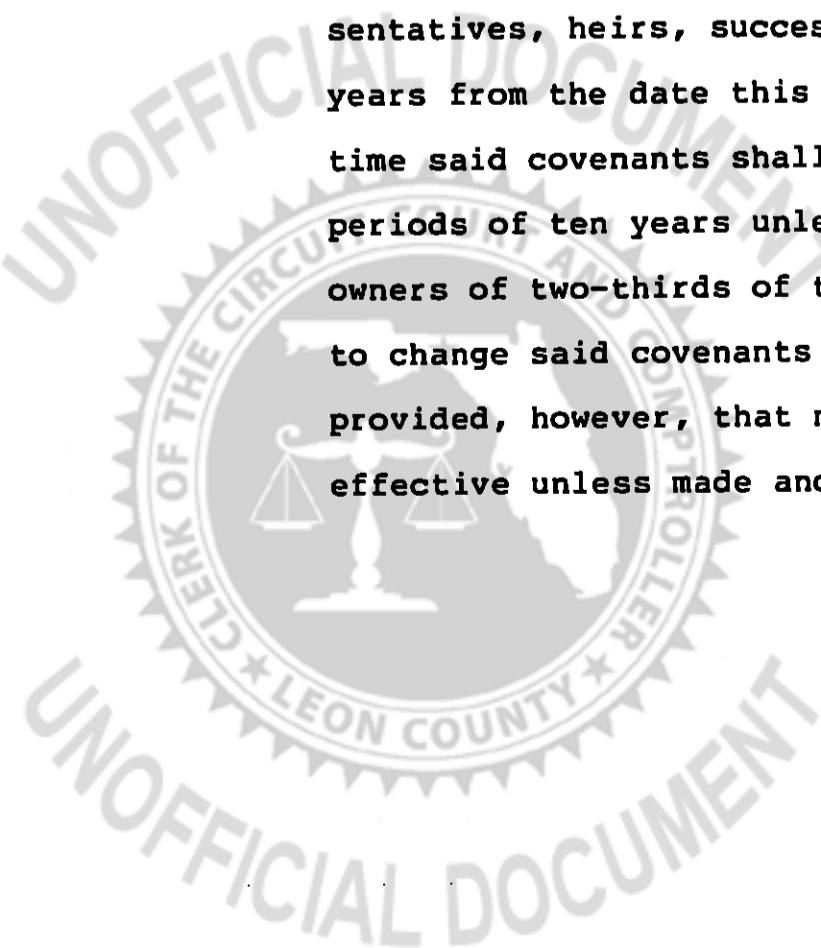
I. The property or subdivision shall mean and refer to all such existing properties as are subject to this Declaration or any supplemental Declaration under the provisions hereof.

J. Improvements shall mean and include structures and construction of any kind, whether above or below the land surfaces, such as, but not limited to, buildings, out buildings, water lines, electrical and gas distribution facilities, loading areas, parking areas, walkways, paved streets, storm drains, wells, fences, hedges, mass plantings, entrance ways or signs.

K. Committee shall mean and refer to the architectural committee.

ARTICLE III - GENERAL PROVISIONS

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, its respective legal representatives, heirs, successors, and assigns, for a term of fifty years from the date this Declaration is recorded, after which time said covenants shall automatically extend for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of



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the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Any notice required to be sent to any member or owner, under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the member or owner on the records of the Association at the time of such mailing.

Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by 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.

Invalidation of any one of these covenants or restrictions by Judgment or by court Order shall in no wise effect any other provision which shall remain in full force and effect.

#### ARTICLE IV

The Developer reserves and shall have the sole right to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; to include in any contract or deed or other instrument hereinafter made, any additional covenants and restrictions applicable to said land which do not lower standards of the covenants and restrictions herein contained; and to release any building plot from any part of the covenants and restrictions which have been violated, including without limiting the foregoing, violation of building restriction lines and provisions hereof relating thereto, if the Developer in its sole judgment, determines such violation to be minor or insubstantial.

#### ARTICLE V

No property owner, without the prior written approval

of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned subdivision as more particularly described in Article I.

ARTICLE VI

No improvements, as defined herein, shall be commenced, erected or maintained upon the property or subdivision, 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 same shall have been submitted in duplicate to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The architectural control committee shall have the absolute and exclusive right to refuse, to approve, or to grant a waiver provided any such building plans and specifications and site grading and landscaping plans which justifications are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the developer of said land or contiguous lands.

ARTICLE VII

The architectural control committee is composed of two members to be appointed by the Developer and a third party to be appointed by the Association. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenant shall be deemed to have been fully complied with. At least ten days prior to the commencement of construction, such plans and specifications shall be submitted to the committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plans and a plot plan showing the location and orientation of all buildings, trees which are nine inches

or more in diameter at a height measured three feet above the natural ground elevation, other structures, and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the architectural control committee for approval a description of materials and such samples of building materials proposed to be used as the architectural control committee shall specify and require.

ARTICLE VIII

No lot shall be used except for residential purposes. No building of any type shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling. There shall be no temporary structures erected or placed or permitted to remain on any lot and no mobile homes modular home, or manufactured housing shall be permitted to be erected, altered, placed or permitted to remain on any of the lots. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and the attached structures shown on the plans and specifications approved by the architectural control committee must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon each building plot unless such completion is rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. A lot may not be subdivided into a smaller lot than as shown on the recorded survey attached hereto. Two or more lots may be added together and considered as one lot for building purposes only.

ARTICLE IX

No structure of a temporary character, bomb shelter, tent, shack, tool or storage sheds, barn or other out building of any type shall be located on any site or on any lands shown and/or set aside on a recorded map as a part of the property or subdivision at any time, unless approved by the architectural control committee.

ARTICLE X

The main floor area of the main structure, exclusive of one story porches, garages, carports, and patios shall be not less than twelve hundred square feet of living area for a one story building. In the event a structure in the aforementioned unit contains more than one story, the ground floor must contain not less than nine hundred square feet and must be completely finished as living area, at least five hundred square feet of the second floor must be completely finished a living area.

ARTICLE XI

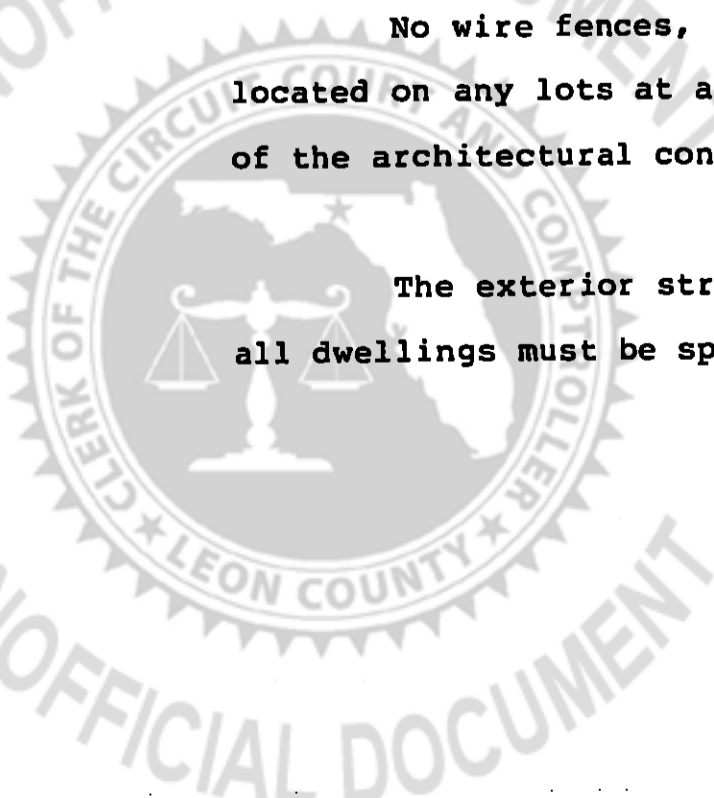
No building shall be located on any lot nearer than twenty five feet to the front lot line or rear lot line or nearer than fifteen feet to any sidestreet line. No building shall be located nearer than seven and one-half feet to an interior lot line and must be at least fifteen feet from an existing adjacent house. No driveway shall be located nearer than five feet to an interior lot line except a back-up turn around pad may be located as near as one foot to a property line. Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the building set-back line or the front corner of the residence, whichever is greater. No fence shall be located nearer than two inches to an interior lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XII

No wire fences, including chainlink fences, shall be located on any lots at any time without prior written consent of the architectural control committee.

ARTICLE XIII

The exterior structure material of exterior walls of all dwellings must be specifically approved in writing by the



architectural control committee. Further, the exterior of all homes must be of a contemporary nature. Whether such design qualifies as a contemporary home will be determined exclusively by the architectural control committee.

ARTICLE XIV

Each living unit shall have a functional carport or garage. The carport or garage shall be screened on sides which are visible from the street, which runs in front of the property, in such a manner that objects located within the carport or garage shall be obscured from view from the outside.

ARTICLE XV

All driveways shall be constructed of concrete or hot mix asphalt or other substances such as crushed rock if approved by the architectural control committee. All walkways and sidewalks shall be constructed of concrete or brick and have a minimum width of thirty inches. Nothing other than automobiles shall be parked in the driveway. Boats, trailers, and campers shall be parked or stored within the carport, or garage, or placed behind the residence in such a manner that the vehicle shall not be visible from the street which runs in front of the property.

ARTICLE XVI

Exterior radio and television antenna installations must be approved in writing by the architectural control committee.

ARTICLE XVII

No individual water supply system of any type shall be permitted on any lot unless approved in writing by the architectural control committee.

ARTICLE XVIII

No lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage or other wastes shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers in such a manner to be acceptable to the architectural control committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and



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shall be located so as not to be visible from the street.

**ARTICLE XIX**

No window air conditioning units shall be installed in front of a building, and all exterior heating and/or air conditioning compressors or other machinery shall be located and properly screened in such a manner as to be acceptable to the architectural control committee.

**ARTICLE XX**

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 advertising the property for sale or rent. All signs must be approved in writing by the architectural control committee.

**ARTICLE XXI**

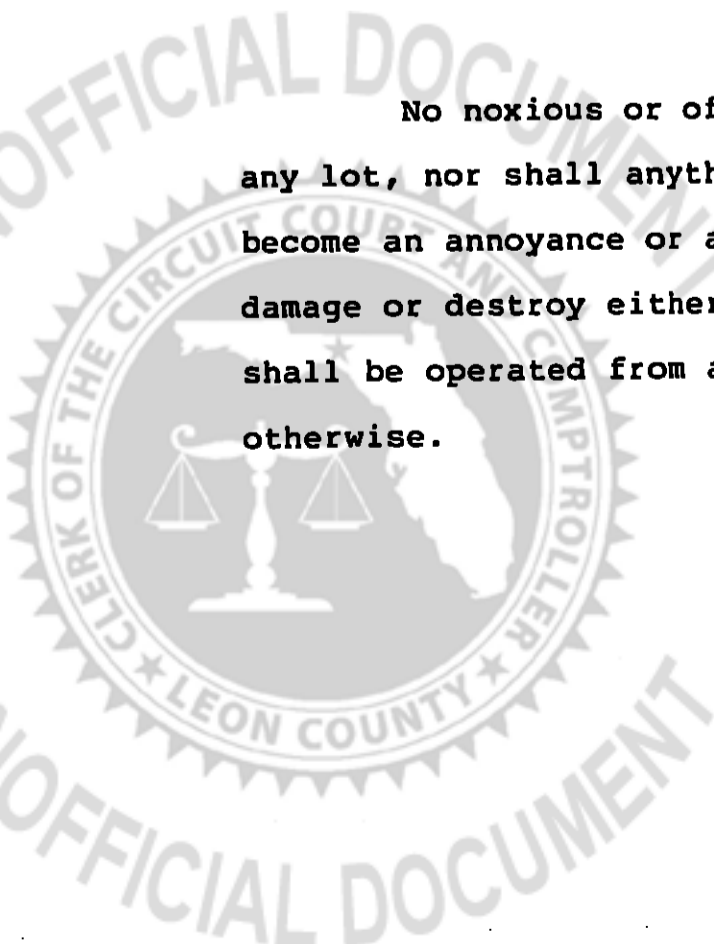
No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood.

**ARTICLE XXII**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

**ARTICLE XXIII**

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 a nuisance to the neighborhood or tend to damage or destroy either private or public property. No business shall be operated from any lot in this property commercial or otherwise.



ARTICLE XXIV

Every person or entity who is a record owner of a fee or an undivided fee, interest in any lot which is subject by covenant of records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument.

The Association shall have two classes of voting membership. Class A members shall be all those owners as defined above with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership stated above. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote of such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B members shall be the Developer. The Class B member shall be entitled to two votes for each lot in which it holds the interest required for membership stated above, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding and Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE XXV

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida, and the Leon County Health Department. Approval of such system as installed shall be obtained from such Department or Departments.

Whenever an approved sanitary sewer becomes available

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within one hundred feet of the property, any individual sewage disposal system, device or equipment shall be abandoned and the sewage waste from residents discharged to the sanitary sewer through a properly constructed and approved house sewer connection within a reasonable period of time after the availability of said sanitary sewer.

ARTICLE XXVI

Easements for installation and maintenance of utilities and drainage facilities as well as roadways are reserved as shown on the reported plat attached hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change 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 lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company, or the RUSTLE WOODS HOMEOWNERS ASSOCIATION, INC. is responsible.

The Developer reserves into itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, in or over the following areas: fifteen feet along each side of a sixty foot roadway as designated on the map or plat attached hereto and the developers specifically reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, and over the sixty foot roadway as shown on the applicable map. Further, the Developer may cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain

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reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Developer, that this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

ARTICLE XXVII

The Developer, for each lot owned by it within the property or subdivision, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the association:

1. Annual assessments or charges.
2. Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and costs of collection thereof, as hereinafter provided, 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 assessments levied by the Association shall be issued exclusively for the purpose of promotion of the recreation, health, safety, and welfare of the residents in the property or subdivision and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the residents and of the homes situated upon the properties or subdivision including, but not limited to, the payment of taxes and insurance thereon and repairs, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Until the year beginning January, 1984, the annual assessments shall be \$ 60.00 per lot. From and after January 1, 1984, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, at the consideration of the current maintenance cost and future needs of the association, fix the actual assessment for any year at a lesser amount.

In addition to the annual assessments authorized herein, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the subdivision or property therein, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting a person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting.

Subject to the limitations contained herein, and for the period therein specified, the association may change the maximum amount and the basis of the assessments fixed herein prospectively for any such period provided that any such change shall have the assent of a majority of the votes irrespectively of class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting, provided further that the limitations contained herein shall not apply to any change in the maximum amount and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its Articles of Incorporation.

The quorum required for any action authorized herein shall be as follows: at the first meeting called, as provided for herein, the presence at the meeting of members, or of proxies, entitled to cast sixty percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements as set forth herein, and the required quorum

at any such subsequent meeting shall be one-half of the required quorum over the preceeding meeting, provided that no such subsequent meetings shall be held more than sixty days following the preceeding meeting.

The annual assessment provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements on the property described herein have been completed.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first of January of said year and shall be delinquent if not paid within sixty days from the due date.

The amount of the annual assessment which may be levied for the balance remaining of the first year of assessments shall be an amount which bears the same relationship to the annual assessment provided for herein as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessments shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessments at a time other than the beginning of any assessment period. The due date of any special assessment shall be fixed in the resolution authorizing such assessments.

The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each lot, for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any owner. Written notice of the assessment thereon shall be sent to every owner subject thereto. The Association shall, upon demand, furnish at any time to any owner liable for said assessment, a certificate in writing signed by an owner of the Association, setting forth where the said assessment has been paid. Such certificates shall be conclusive

evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due being the date specified herein, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as provided hereinafter, then become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum and the Association may bring appropriate civil action against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a Judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action.

The lien of the assessment provided for herein, shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the property or lot subject to assessment. The subordination shall not relieve such property from liability for any assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

#### ARTICLE XXVIII

All roadways as designated herein on the map or plat attached hereto shall be maintained by the Association. In addition to maintenance of the roadways, the Association shall have the right to provide maintenance upon vacant lots and shall have the right to provide maintenance upon every improved lot which is subject to assessments pursuant to the provisions hereof.

Such maintenance shall include paint, repair, replacement and care of roofs, gutters, downspouts, exterior building services and other exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter. The cost of such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such lot is subject and, as part of such annual assessment charge, it shall be a lien against the said property as heretofore defined and limited, and a personal obligation to the owner, as heretofore limited, and shall become due and payable in all respects as provided for herein.

ARTICLE XXIX

All types of guns, including but not limited to shotguns, rifles and pistols, are prohibited from being used, displayed, or carried about the properties. Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on the property covered by these covenants as well as any property owned or maintained by the RUSTLE WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE XXX

All motorized vehicles operating within the area must be properly mufflered so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheeled "go-carts" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within RUSTLE WOODS SUBDIVISION. This does not apply to vehicles used by the United States Post Office Department or by any law enforcement agency. All vehicles operating in the area are subject to speed limit signs posted in the subdivision.

ARTICLE XXXI

It is expressly understood and agreed that the Developer reserves unto itself, its successors and assigns the right to go on, over and under the grounds to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and



use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in the subdivision. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Developer, that the Developer is not bound to make any of the improvements noted herein, or extend to any member or owner any services of any kind. The Association shall however, have the responsibility to maintain such areas as required by governmental authorities. Prior to title being transferred from the Developer to the Association, this responsibility for maintenance shall be that of the Developer if not performed by the Association. Where the Developer, his successors, or assigns, as submitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restrictive property, entering the property and taking such action shall not be deemed a breach of these covenants.

IN WITNESS WHEREOF, said corporation has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 7<sup>th</sup> day of April, 1983.

Attest:

Secretary

RUSS DAVIS CONSTRUCTION COMPANY, INC.

By:

Its President

STATE OF FLORIDA  
COUNTY OF LEON

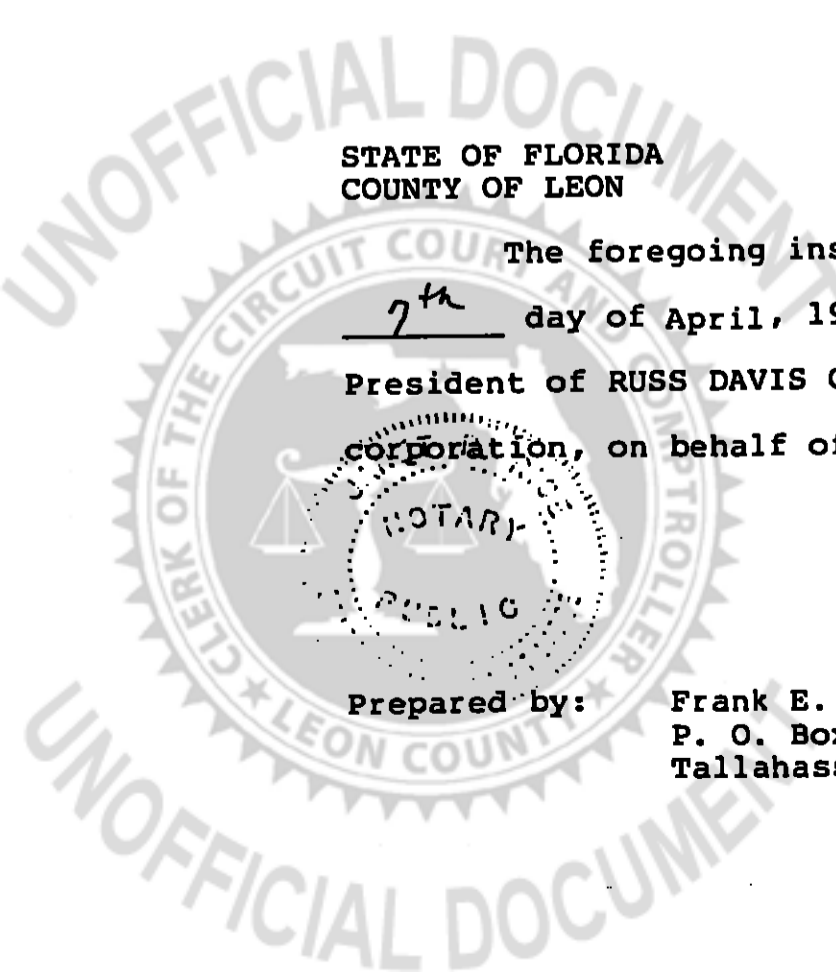
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 1983, by Russell Davis, President of RUSS DAVIS CONSTRUCTION COMPANY, INC., a Florida corporation, on behalf of the corporation.

Prepared by:

Frank E. Sheffield  
P. O. Box 10645  
Tallahassee, Florida 32302

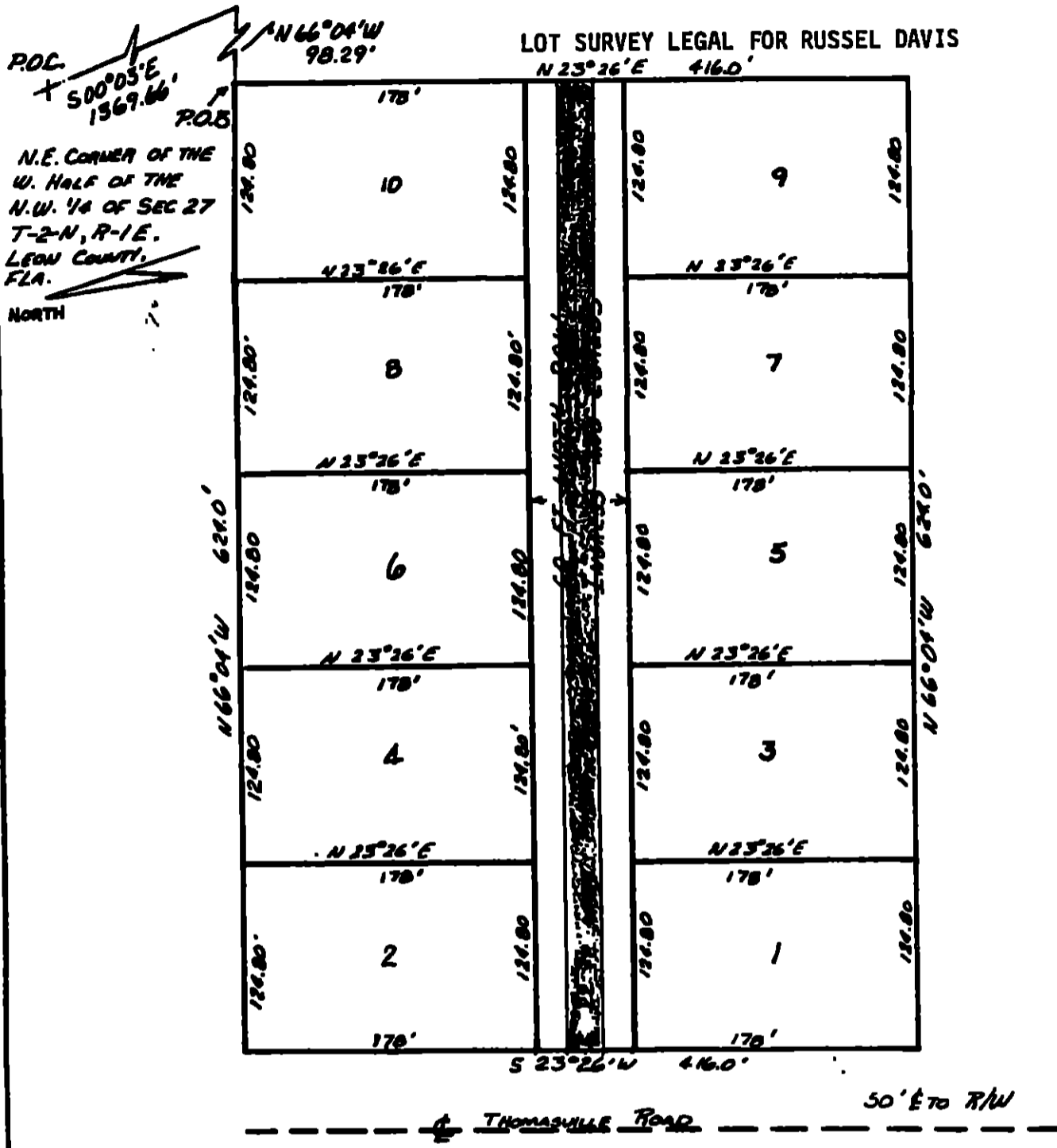
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires May 12, 1984  
Bonded thru Terry Fain Insurance Co.



**Brown, Robertson & Brown**  
**CIVIL ENGINEERS & LAND SURVEYORS**  
 1471 Timberlane, Suite 170 • Tallahassee, Florida 32312  
 Telephone (904) 898-1480

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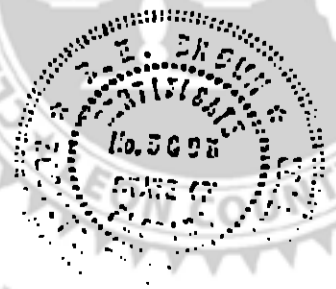
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 + 500°03'E  
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 N.W. 1/4 OF SEC 27  
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 LEON COUNTY,  
 FLA.  
 NORTH

From the Northeast corner of the West Half of the Northwest Quarter of Section 27, Township 2 North, Range 1 East, run South 00 degrees 03 minutes East along the East line of the west Half of the Northwest Quarter of said Section 27 a distance of 1369.66 feet thence North 66 degrees 04 minutes west 98.29 feet to the POINT OF BEGINNING from said POINT OF BEGINNING continue North 66 degrees 04 minutes West 624.0 feet to a point on the Eastern right of way boundary of the Thomasville Road (St. Rd. 61) thence South 23 degrees 26 minutes West along said right of way 416.0 feet thence leaving said right of way South 66 degrees 04 minutes East 624.0 feet thence North 23 degrees 26 minutes East 416.0 feet to the POINT OF BEGINNING containing 5.95 acres more or less.

**CERTIFICATE**

I hereby certify that a diligent effort was made on this survey to comply with D.P.R. Rule No. 21-HH-6.03 in performing the above survey. 3/25/83

*Benjamin E. Brown*  
**BENJAMIN E. BROWN**  
 Florida Registered Engineer No. 80618  
 Florida Registered Land Surveyor No. 8898



NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL