

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE FARM

THIS DECLARATION, is made and executed this 10th day of March, 2002 by THE FARM, LLC, whose address is 3303 Thomasville Road, Tallahassee, Florida, hereinafter referred to as "Declarant."

WITNESSETH:

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

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" except Track A as it appears on the plat recorded in the public records of Wakulla County, Florida, attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all properties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to The Farm Homeowners Association, Inc., a Florida nonprofit corporation, its successors and assigns.

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

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

Section 4. "Plat of The Farm" shall mean and refer to the plat of The Farm to be recorded in the Public Records of Wakulla County, Florida, forming The Farm subdivision.

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

Section 6. "Declarant" shall mean and refer to The Farm LLC, its successors and assigns, if such, successors or assigns should acquire more than one unimproved Lot from Declarant for the purpose of development, and such successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and plural as the context may require.

Section 7. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the real property and easement rights described in this Declaration and any areas depicted on the Plat of The Farm as Common Areas which have not been dedicated and accepted by the local governmental authority. The Declarant shall deed any Common Areas to the Association on or before such time as seventy percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property and or easement rights may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS
PROPERTY RIGHTS

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

Section 2. Board of Directors. The members shall be allowed to elect all directors of the Association on a one vote per lot basis, and the first election shall be held before more than seventy-five (75%) of the Lots have been sold or conveyed by the Declarant.

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

Class A. Class A 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 members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or
- (2) upon the expiration of five (5) years from the recordation of this Declaration.

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

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

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

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the members has been recorded.

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

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. 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 agree to pay to the Association annual and special assessments or charges as provided for hereinafter. Annual assessments shall be on a calendar year basis. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the property and for:

- (i) the enforcement of the provisions of this Declaration of behalf of the Association
- (ii) improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

(a) Subject to the provisions set forth below, the maximum annual assessment for each lot shall be One Hundred Fifty Dollars (\$150.00) per year. The Board of Directors shall determine if an assessment shall be levied and the amount thereof.

(b) The maximum annual assessment may be increased by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting called for that purpose.

Section 4. Special Assessments. In Addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of enforcing this Declaration on behalf of the Association or the cost of any construction, reconstruction, repair, or replacement of the entrance sign or an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose provided, further, however, any such assessment shall not require such assent if the assessment is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Area.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of written proxies, signed by the respective members, entitled to cast a majority of all the votes of the members shall constitute a quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required number is not present at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments, Due Date. The Board of Directors shall determine the commencement date for the annual assessments. The first annual assessments shall be adjusted according to the number of months remaining in such calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. Declarant shall be exempt from all annual and special assessments on unimproved lots held by Declarant for sale except special assessments levied for the enforcement of these provisions against a lot then owned by Declarant.

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Section 8. Collection of Assessments, Effect of nonpayment of Assessments, Remedies of the Association. Any assessment not paid when due shall bear interest at the rate of twelve percent (12%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Except as otherwise provided for herein, the sale or transfer of any lot shall not affect the assessment lien. 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. Sale or Transfer of a Lot.

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

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

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, provided however no land or improvements devoted to the dwelling use shall be exempt from said assessments.

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 if and as depicted on the Plat of The Farm.

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 governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility. Within 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

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of two or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within 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 fully complied with. The initial Architectural Committee shall be Millard Noblin and Guy Revell. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association.

ARTICLE VI SUBDIVISION OF LOT

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

ARTICLE VII DWELLING SIZE

No dwelling shall be permitted on Lots 1-18, Block A; Lots 1-3 and Lot 22, Block C; Lot 1 and Lot 10, Block D; Lot 1 and Lot 10, Block E; Lots 1-7, Block F; unless the ground floor of the main area of the structure contains at least Sixteen Hundred (1600) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least One Thousand (1000) 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 Sixteen Hundred (1600) square feet, exclusive of all open porches, patios, terrace, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

No dwelling shall be permitted on Lots 13-21, Block C; Lots 2-9, Block D; Lots 2-9, Block E; Lots 7-30, Block F; Lots 1-7, Block G; Lots 1-39 Block H; Lot 1 Block B; unless the ground floor of the main area of the structure contains at least Fourteen Hundred (1400) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Nine Hundred (900) 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 Fourteen Hundred (1400) square feet, exclusive of all open porches, patios, terrace, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

No dwelling shall be permitted on Lots 4-12, Block C; Lots 2-6, Block B, unless the ground floor of the main area of the structure contains at least Twelve Hundred (1200) square

feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Nine Hundred (900) 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 Twelve Hundred (1200) square feet, exclusive of all open porches, patios, terrace, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

ARTICLE VIII BUILDING DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any lot: nearer than Twenty Five (25) feet to the front lot line; nearer than Fifteen (15) feet to the rear lot line; nearer than Eight (8) feet to a side-interior lot line; nor nearer than Fifteen (15) feet to a side street. For the purposes of this Article, caves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up or turn around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be located nearer to the front Lot line than the rear corners of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with the provisions of this Declaration. Fencing shall start at the rear corner of a building and proceed to the side and rear yard. No fence shall be located on any Lot unless the installation, color and design of the fencing have been approved by the Architectural Committee. Front or side street fences shall be constructed of wood and may either be a 6' wood shadowbox privacy fence or a 4' wood picket fence. The detached single family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points Twenty Five (25) feet from the intersection of street lines, which distance, in the case of a rounded corner, shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same obstruction of sight line provisions shall apply to the area of every lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE IX NUISANCES

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

ARTICLE X GARAGES AND CARPORTS, TEMPORARY STRUCTURES

Section 1. Each building on a lot indicated on the Plat of The Farm shall have a functional garage attached thereto which shall be designed to accommodate the parking of at least two (2) automobiles.

Section 2. Garage doors. The Owner of each Lot indicated on the Plat of The Farm, on which a garage is placed, shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The Declarant will allow one or more homes at any given time to be used as sales models, which may have the garage enclosed for use as a sales office, which shall be converted to a functional garage, when the respective sales model is sold and closed.

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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.

ARTICLE XI SIGNS

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

ARTICLE, XIII ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than 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 the provisions of this Declaration. Crop and/or vegetable gardens, shall be in the rear yard only.

ARTICLE XIII RADIO AND TELEVISION ANTENNA, SPORTS EQUIPMENT AND TANKS

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

ARTICLE XIV MAILBOXES

No mail or paper box or other receptacle of any kind, for the use of delivery of mail, newspaper, 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 Architectural Committee.

ARTICLE XV EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees shrubs and grass within the boundaries of his lot, and the exterior of the building located on the lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the

obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and, collected together with interest and attorney's fees, in the manner assessments are enforced and collected under the provisions of this Declaration. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such lot between the hours of 7:00 am. and 6:00 p.m.

ARTICLE XVI
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 or on the rear of the Lot and behind a six foot wooden privacy fence. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XVII
ACCESS TO OTHER PROPERTY

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

ARTICLE XVIII
VEHICLE PROHIBITED

No two (2), three (3) or four (4) wheel motorized recreational vehicles, e.g., go cart, all terrain vehicle, etc., shall be operated on any portion of the Property, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XIX
GARBAGE AND REFUSE DISPOSAL

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

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ARTICLE XX
GENERAL PROVISIONS

Section 1. Enforcement and Attorneys' Fees. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party in any litigation to require the Association to perform its obligations or to require the Declarant to incorporate The Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorney's fees. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

Section 4. Development By Declarant. No provisions contained herein shall prevent Declarant, or a Builder or its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties and its construction activities, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office. Nor shall such provisions prevent Declarant from granting variances to these restrictions so long as it owns any lots in the subdivision.

Section 5. Duration/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public records of Wakulla County, Florida, at the end of which period it shall be extended for successive periods of ten years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument signed in which said covenants and restrictions are removed or modified in whole or in part, which instrument shall be filed for record in the appropriate Wakulla County Public Records and in the manner then provided by law. No amendment shall affect the priority of the lien of any first mortgage on any lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part.

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

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DC, Brent Thurmond, WAKULLA County B:437 P:211

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

Witnesses:

Debra Taylor
Signature

Debra Taylor
Printed Name

Annie R Hill
Signature

Annie R Hill
Printed Name

THE FARM, LLC

BY: Millard Noblin
MILLARD NOBLIN
Its: Managing Member

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 6th day of March, 2002 by Millard Noblin as Managing Member of The Farm, LLC who is personally known to me and did not swear an oath.

Annie R Hill
NOTARY PUBLIC



Annie R. Hill
MY COMMISSION # CC781162 EXPIRES
November 13, 2007
POLICED THROUGH INSURANCE FID

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January 11, 2002

GUY REVELL/THE FARMS, LLC

THE FARMS SUBDIVISION PHASE I

I hereby certify that this is a true and correct representation of the following described property and that this description substantially meets the minimum technical standard for land surveying (Chapter 61G17, Florida Administrative Code).

Begin at a re-rod marking the Southeast corner of Lot 59 (also being the Southwest corner of Lot 54) of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run South 72 degrees 08 minutes 00 seconds West along the South boundary of said Lot 59, a distance of 838.82 feet to a re-rod, thence run South 16 degrees 32 minutes 33 seconds East 1259.00 feet to a re-rod on the Northerly right-of-way boundary of Lower Bridge, thence run North 62 degrees 15 minutes 05 seconds West along said right-of-way boundary 911.47 feet to a re-rod marking a point of curve to the left, thence run Northwesterly along said right-of-way boundary and along said curve with a radius of 2914.79 feet thru a central angle of 15 degrees 48 minutes 49 seconds for an arc distance of 804.48 feet, the chord of said arc being North 70 degrees 09 minutes 35 seconds West 801.93 feet, thence run North 11 degrees 56 minutes 00 seconds East 361.72 feet to a point on a curve concave to the Southerly, thence run Southeasterly along said curve with a radius of 470.00 feet thru a central angle of 42 degrees 44 minutes 04 seconds for an arc distance of 350.55 feet, the chord of said arc being South 80 degrees 38 minutes 44 seconds East 342.48 feet, thence run South 59 degrees 16 minutes 42 seconds East 46.51 feet to a point of curve to the left, thence run Southeasterly along said curve with a radius of 530.00 feet thru a central angle of 17 degrees 52 minutes 19 seconds for an arc distance of 165.32 feet, the chord of said arc being South 68 degrees 12 minutes 51 seconds East 164.65 feet, thence run North 09 degrees 36 minutes 17 seconds East 388.00 feet to a point of curve to the left, thence run Northwesterly along said curve with a radius of 500.00 feet thru a central angle of 27 degrees 04 minutes 01 seconds for an arc distance of 236.20 feet, the chord of said arc being North 03 degrees 55 minutes 43 seconds West 234.01 feet, thence run North 17 degrees 27 minutes 43 seconds West 30.63 feet to a point of curve to the left, thence run Northwesterly along said curve with a radius of 220.00 feet thru a central angle of 50 degrees 12 minutes 47 seconds for an arc distance of 192.80 feet, the chord of said arc being North 42 degrees 34 minutes 07 seconds West 186.69 feet to a point of reverse curve, thence run Northwesterly along said reverse curve with a radius of 540.00 feet thru a central angle of 07 degrees 58 minutes 54 seconds for an arc distance of 75.22 feet, the chord of said arc being North 63 degrees 41 minutes 04 seconds West 75.16 feet, thence run South 30 degrees 18 minutes 23 seconds West 175.00 feet, thence run South 88 degrees 52 minutes 13 seconds West 91.21 feet, thence run North 87 degrees 39 minutes 02 seconds West 149.31 feet, thence run North 64 degrees 46 minutes 18 seconds West 164.38 feet, thence run North 37 degrees 59 minutes 53 seconds West 164.38 feet, thence run North 18 degrees 46 minutes 07 seconds West 171.21 feet to the Easterly right-of-way boundary of Cajer

Posey Road, thence run North 10 degrees 48 minutes 28 seconds East along said right-of-way boundary 403.87 feet to a re-rod, thence run North 15 degrees 12 minutes 04 seconds East along said right-of-way boundary 594.67 feet to a re-rod, thence run North 73 degrees 04 minutes 21 seconds East 1445.98 feet to a St. Joe Paper Company concrete monument, thence run South 17 degrees 34 minutes 29 seconds East 223.93 feet to a St. Joe Paper Company concrete monument, thence run North 72 degrees 22 minutes 59 seconds East 736.49 feet to a re-rod, thence run South 17 degrees 39 minutes 29 seconds East 1753.48 feet to a re-rod on the Southerly boundary of said Lot 54, thence run South 72 degrees 08 minutes 00 seconds West along said Southerly boundary 736.50 feet to the POINT OF BEGINNING containing 124.02 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

DONNIE R. SPARKMAN
Surveyor & Mapper
Florida Certificate No. 5147
(LB 6475)

99-315PSC:20554

C:\OFFICE\LEGAL5\20554.124

This instrument prepared by:
Susan S. Thompson, Esquire
Smith, Thompson & Shaw, P.A.
3520 Thomaville Road, 4th Floor
Tallahassee, Florida 32308-3469

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE FARM

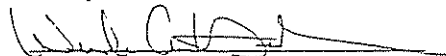
KNOW ALL MEN BY THESE PRESENTS: That this Amendment to Declaration of Covenants, Conditions and Restrictions of The Farm, recorded in Official Records Book 437, Page 203 of Wakulla County, Florida, heretofore made and entered into on the 26th day of April, 2002, in Leon County, Florida, is executed and entered into by the undersigned, hereinafter referred to as "Declarant";

ARTICLE VII, DWELLING SIZE, the third paragraph shall be amended to read as follows:

No dwelling shall be permitted on Lots 4-12, Block C; Lots 2-7, Block B, unless the ground floor of the main area of the structure contains at least Twelve Hundred (1200) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Nine Hundred (900) 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 Twelve Hundred (1200) square feet, exclusive of all open porches, patios, terrace, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

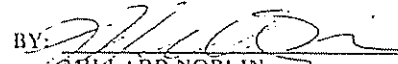

Signature

Lois de Ann Henderson
Printed Name


Signature

Annie R Hill
Printed Name

THE FARM, L.L.C

BY: 
MILLARD NOBLIN
its: Managing Member

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of April, 2002 by Millard Noblin as Managing Member of The Farm, LLC who is personally known to me and did not swear an oath.



Annie R. Hill
MY COMMISSION # CC781162 EXPIRES
November 13, 2002
NOTARY PUBLIC



NOTARY PUBLIC

Inst:0000187763 Date:05/03/2002 Time:15:13:15
DC, Brent Thuremond, WAKULLA County B:442 P:574

TALQUIN ELECTRIC COOPERATIVE, INC.
UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, The Farm, L.L.C.,
by Millard J. Noblin, Manager
whose address is P.O. Box 14019, Tallahassee, FL, 32317-4019,
for good and valuable consideration, the receipt whereof is hereby
acknowledged, do hereby grant and convey unto Talquin Electric Cooperative,
Inc., a cooperative corporation, whose post office address is P.O. Box 1679,
Quincy, Florida 32353, and to its successors or assigns, a perpetual,
easement to enter upon the lands of the undersigned, situated in the County
of Wakulla, State of Florida, and more particularly described as follows:

A Talquin Electric Cooperative Inc. access & utility easement for
Phase 1 of The Farms Subdivision situated in Lots 54, 59 and 60 of
the Hartsfield Survey of Lands of Wakulla County, Florida as shown
on EXHIBIT "A" attached hereto and made a part hereof. Also all
roadways within this development are designated as Talquin Electric
Cooperative Inc. access and utility easements.

and to construct, operate, repair and maintain as needed on the above
described lands and/or in or upon all streets, roads or highways abutting
said lands, utility lines, systems, and/or equipment including anchor guys
where needed, even if outside the boundaries of the legal description in
attached Exhibit "A", and to cut and trim trees and shrubbery to the extent
necessary to keep such trees and shrubbery clear of said utility lines,
systems and/or equipment and to cut and/or remove all dead, weak, leaning,
or dangerous trees tall enough to strike the said utility lines, systems, or
equipment should they fall.

It is understood and the parties agree that the utility lines,
systems, and/or equipment of Talquin Electric Cooperative, Inc., installed
or located, or to be installed or located over, under, or across land
described in Exhibit "A" shall at all times be and remain the absolute
property of Talquin Electric Cooperative, Inc., its successors, and assigns,
and subject to its complete dominion and control.

The Grantors covenant and agree not to erect any structures or
improvements within said described lands.

The undersigned covenant that they are the owner of the above described
lands and that said lands are free and clear of encumbrances and liens of
whatsoever character except those held by the following persons or entities:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this
22nd day of October, 2001.

Signed, Sealed, and Delivered
in the presence of:

Debra W. Duff

Debra W. Duff
Print or type name of Witness

Arden A. McKenzie

Arden A. McKenzie
Print or type name of Witness

Millard J. Noblin

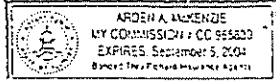
Millard J. Noblin, Manager
The Farm, L.L.C.

Print or type name of Grantor

STATE OF FLORIDA, COUNTY OF Leon

The foregoing instrument was acknowledged before me this 22nd day of
October, 2001, by Millard J. Noblin
who is personally known to me or who has produced
as identification and who did (did not) take an oath.

Notary Public in and for the
County and State of Florida



Arden A. McKenzie

Arden A. McKenzie
Print or type name

PARCEL ID# 00-00-059-10047-003
TCC POLE # 42-47-7

TALQUIN ELECTRIC COOPERATIVE INC.

UTILITY EASEMENT

FOR

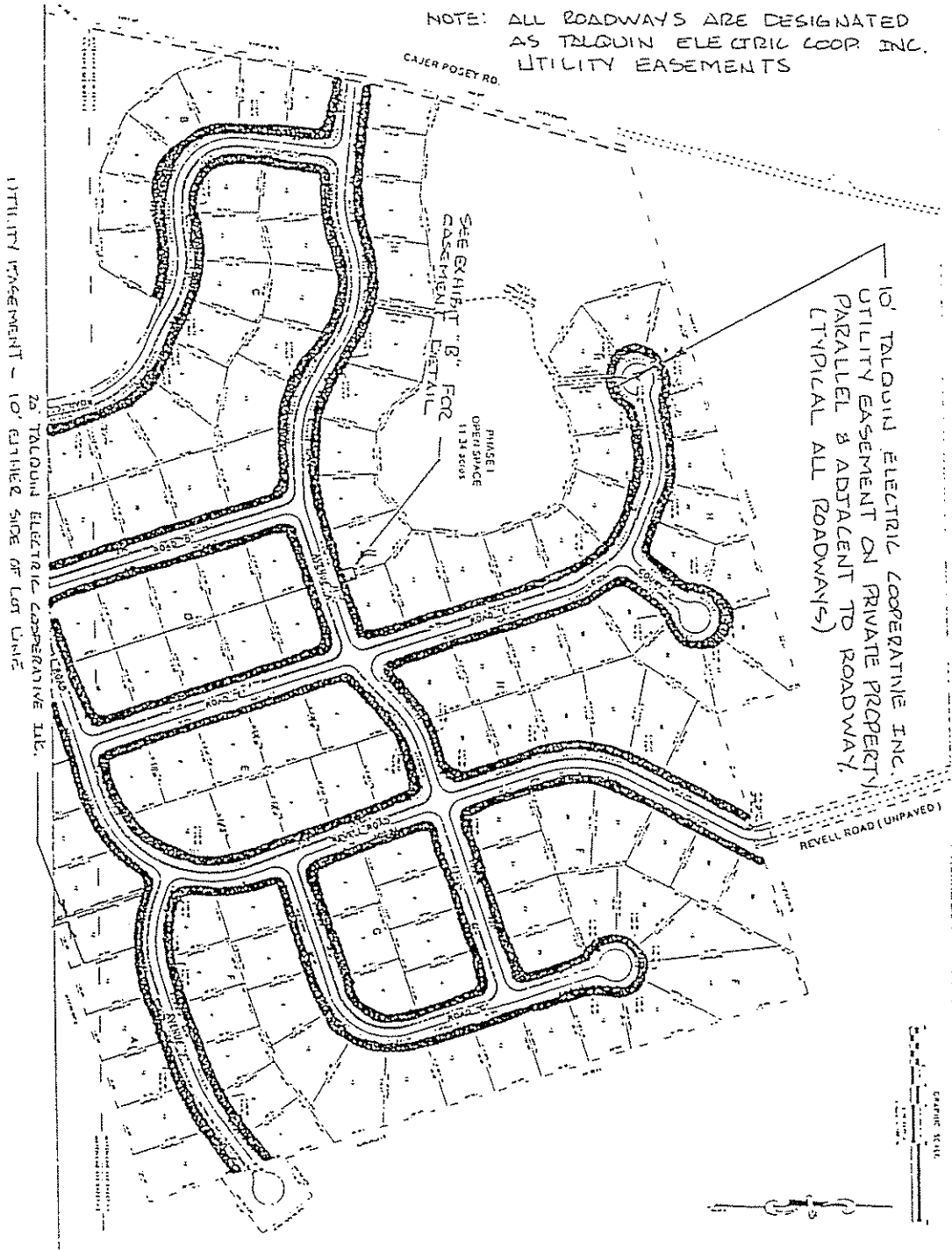
THE FARM PHASE I

Inst: 0080183111 Date: 10/30/2001 Time: 15:10:27

Doc Stamp-Deed : 9.78

DC, Brent Thurmond, YAKULLA County B: 424 P: 9

NOTE: ALL ROADWAYS ARE DESIGNATED AS TALQUIN ELECTRIC COOP INC. UTILITY EASEMENTS



UTILITY EASEMENT - 10' EITHER SIDE OF LOT LINE

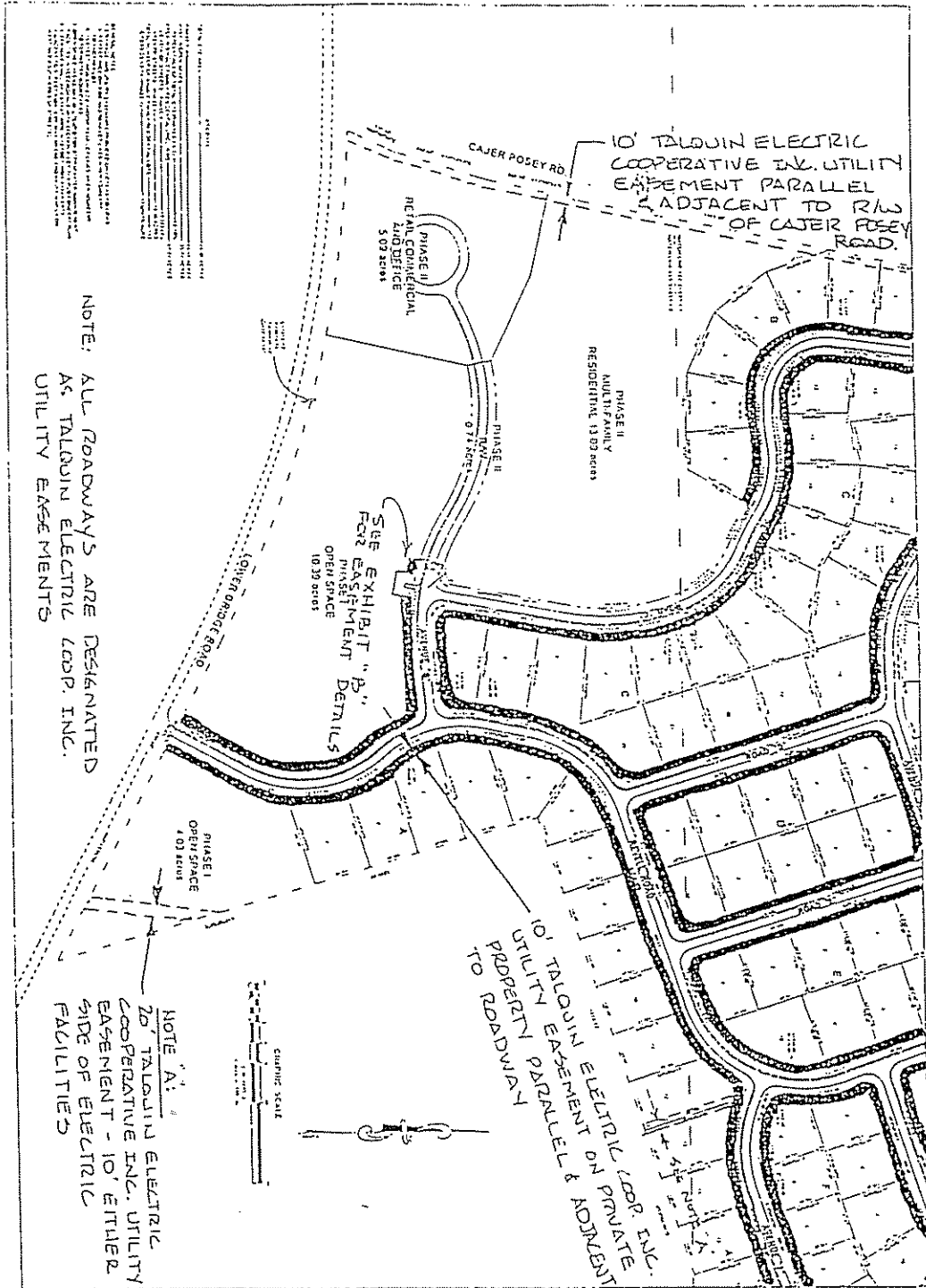
10' TALQUIN ELECTRIC COOPERATIVE INC. UTILITY EASEMENT ON PRIVATE PROPERTY PARALLEL & ADJACENT TO ROADWAY (TYPICAL ALL ROADWAYS)

411	<p>SHIRAN CONSTRUCTION INC.</p>
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THE FARM - PHASE I

LOT GEOMETRY PLAN - NORTH

TALQUIN ELECTRIC COOPERATIVE INC.
 UTILITY EASEMENT
 FOR
 THE FARM PHASE I



4.2		THE FARM - PHASE I
		LOT GEOMETRY PLAN - SOUTH

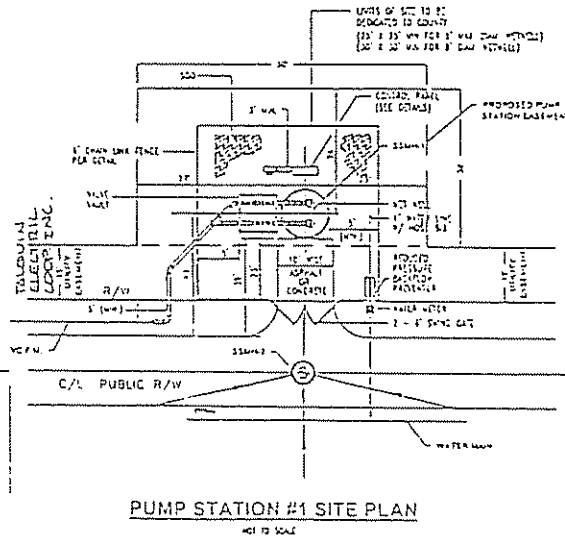
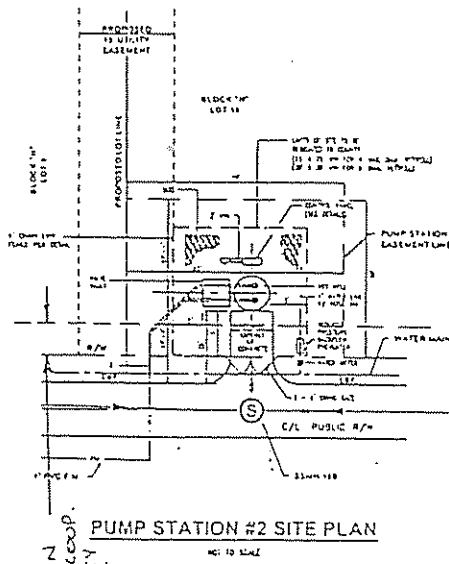
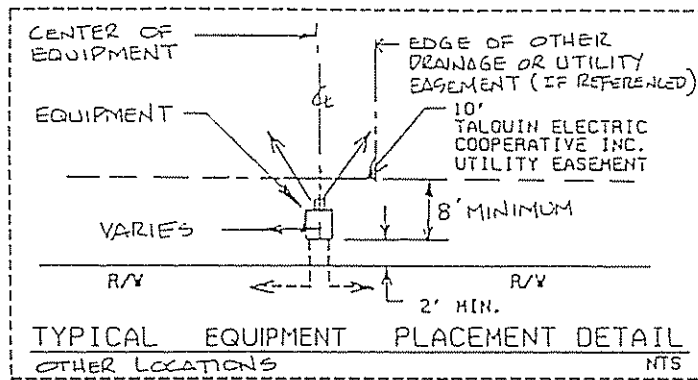
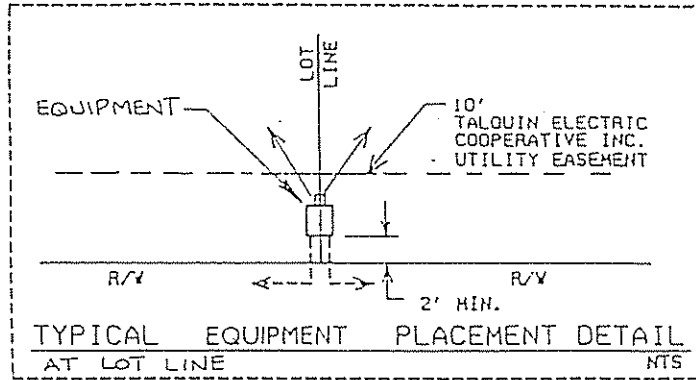
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 Doc Stamp-Deed : 0.70
 DC, Brent Thurmond, YAZULLA County 3:424 P:10

EXHIBIT "A"
 PAGE 2

not:0000163111 Date:10/30/2001 Time:15:10:27
 doc Stamp-Deed : B.78
 DC, Brent Thurmond, YAKULLA County B:424 P:11

Talquin Electric Cooperative, Inc.
 UTILITY EASEMENT
 FOR

THE FARM - PHASE I



TYPICAL EQUIPMENT ARRANGEMENT AT PUMP STATIONS
 * ACTUAL EQUIPMENT ARRANGEMENT MAY VARY.

EXHIBIT "B"

		THE FARM UNIT -1	EASEMENT DETAILS		SHIRAH DESIGN & CONSTRUCTION, INC. SURVEYING ENGINEERING ARCHITECTURE AND CONSTRUCTION SERVICES
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