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DAVE L. AND  
CLERK OF PUBLIC COURT  
LEON COUNTY, FLORIDA

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE GROVE AT SUMMERBROOKE

THIS DECLARATION is made and executed this 3rd day of OCTOBER 1995 by Marketprice Properties, Inc., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

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

ARTICLE I  
DEFINITIONS

Section 1. "Owner" shall mean and refer to the 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 2. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be annexed pursuant to the terms of this Declaration.

Section 3. "Plat of THE GROVE AT SUMMERBROOKE" means and refers to the plat of THE GROVE AT SUMMERBROOKE to be recorded in the Public Records of Leon County, Florida.

Section 4. "Lot" shall mean and refer to each lot designated on the plat of THE GROVE AT SUMMERBROOKE.

Section 5. "Declarant" shall mean and refer to Marketprice Properties, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as then context may require.

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership:

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

Class B. The Class B member(s) 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 the first to occur of the following events:

(a.) When seventy-five percent (75%) of the Lots are owned by persons or entities other than the Declarant, his successors and/or assigns, or

(b.) Upon the expiration of five (5) years from the date of the recording of this

(c.) Upon the Declarant, or its successor and/or assigns, waiving in writing Declarant's right as a Class B member.

**ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Subject to the provision of Section 11 of this Article hereinafter, 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: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and allocated as hereinafter provided; and (3) special assessments against individual Owners under Article XIV of this Declaration. 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 each assessment is made. Each 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 Properties and for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XIV of this Declaration.

**Section 3.** Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by Declarant of the first lot to its owner, the maximum annual assessment shall be One Hundred Fifty and No/100 Dollars (\$150.00) per lot.

(a.) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than twenty five per cent (25%) above the assessment for the previous year without a vote of the membership.

(b.) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above twenty five per cent (25%) 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 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 such action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At such meeting the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

**Section 6.** Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XIV of this Declaration, shall be fixed at a uniform rate for all Lots except as is provided by Section 11 hereinafter. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

**Section 7.** Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the substantial completion of landscape improvements on 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 date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8.** Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen per cent (18%) 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 the 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, 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 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. Temple 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, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 11. Obligations of Declarant.** Notwithstanding anything herein to the contrary, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, that this exemption shall not apply to any Lot owned by Declarant and upon which has been constructed a dwelling unit; and provided further, that the Declarant's exemption from payment of assessments shall terminate upon termination of Class "B" membership in the Association or upon Declarant's written waiver of this exemption, whichever event shall first occur. Declarant covenants and agrees that so long as this exemption is in effect, Declarant shall pay on behalf of, or reimburse the Association, all expenses incurred by the Association in the performance of the duties hereunder, exclusive of reserves, in excess of the amount of assessments levied against Owners other than Declarant; provided, however, that in no event shall Declarant be liable for payment of an obligation in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments were not in effect. The Declarant's obligation hereunder shall not apply to nor include new capital improvements made to Common Areas within the properties from and after the date of termination of Class "B" membership.

#### ARTICLE IV ARCHITECTURAL CONTROL

No Building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail or height, materials, location and all other reasonable detail of the same shall have been submitted 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 a representative subsequently appointed by the Declarant, or two (2) or more representatives 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 to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. Declarant shall have the right to appoint the Architectural Committee until all Lots are sold and transferred by the Declarant and forty homes have been built in THE GROVE AT SUMMERBROOKE. All members of the Architectural Committee shall serve at the pleasure of the Declarant. The Declarant may appoint an architectural firm to serve as the Architectural Committee. After all Lots are sold and transferred by the Declarant and forty homes have been built in THE GROVE AT SUMMERBROOKE, 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. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Declarant as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division, or upon transfer to the Association, to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida.

Three (3) copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The Declarant may adopt a schedule of reasonable fees for processing requests for approval under this Article IV. The plans and specifications shall include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for surfaces.
- (3) Site plans showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

- (4) Landscape plan and details.
- (5) The contractor who will perform and be responsible for all work.
- (6) Typical wall section or section to cover all details.
- (7) Floor plan showing electrical switch outlets and plumbing.
- (8) Fence submittal (if applicable).
- (9) Pool submittal (if applicable).

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the property development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography.
- (6) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill dirt or construction debris; stock-piling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire properties and to encourage the aesthetic standards of the neighborhood.

In the event that the Architectural Committee incurs any costs or expenses, including reasonable attorneys' fees in the enforcement of any decision in accordance with this Article, the Declarant, or Association, may collect said costs, expenses, and reasonable attorneys' fees from any Owner for enforcement under this Article.

#### ARTICLE V LAND USE AND BUILDING TYPE

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

#### ARTICLE VI SUBDIVISION OF LOT

No Lot shall be re-subdivided after the Lot has been conveyed by the Declarant. This provision shall not, however, be construed to prohibit the Declarant from re-subdividing any Lot or otherwise altering the boundaries of Lots owned by the Declarant or to prohibit any Owner from conveying any 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 in the sole discretion of the Declarant.

#### ARTICLE VII DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 1,500 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 1,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire

dwelling contains at least 1,500 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two stories in height.

#### 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 within any building setback or easement area depicted on the Plat of THE GROVE AT SUMMERBROOK nearer than twenty-five (25) feet to the front Lot line; nearer than twenty-five (25) feet to the rear Lot line; nearer than five (5) feet to a side-interior Lot line; or nearer than twenty (20) feet to any side street line. For the purposes of this Article, 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. No fence or wall shall be located nearer to the front Lot line than the rear of the primary building. No fence or wall shall exceed six (6) feet in height. No fence or wall shall be located nearer than two (2) inches to an interior lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article IV of this Declaration. The primary and front entrance to each dwelling shall face a street. In the event a Lot has frontage on more than one street, the Declarant shall determine in its sole discretion which street shall be deemed to be the front of the Lot. No landscaping or other improvement which obstructs horizontal sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same sight line limitations shall apply to that area of every Lot within the ten (10) foot 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 GARAGES

Each building shall have a functional garage attached thereto with a capacity of not less than two (2) automobiles. Garage entrances may face the front lot line. The owner of each lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. Garage door colors and trim shall be one of the five (5) colors (White, Parchment, Almond, Sierra Tan or Brookstone Clay).

#### ARTICLE X NUISANCES

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

#### ARTICLE XI TEMPORARY STRUCTURES AND BASKETBALL POSTS

No structures 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. No basketball backboards, nets, or poles will be permitted.

#### ARTICLE XII SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by 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 the owner shall maintain all such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for

removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article IV of this Declaration. All pets shall at all times be confined within the Owner's dwelling, run on a leash, or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

#### ARTICLE XIV RADIO AND TELEVISION ANTENNA, PLAYGROUND EQUIPMENT AND TANKS

No exterior radio or television antenna may be installed on any portion of the Properties. No satellite-dish antenna greater than 18" in diameter shall be approved or placed or permitted to remain on any Lot. Further, any satellite dish must be placed in the rear of each lot so as not to be visible from the street, and approval must be obtained from the Architectural Committee in accordance with Article IV of this Declaration. 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 the 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 XV 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, design and type of material for said boxes or receptacles shall have been approved by the Declarant. The mailbox shall be constructed by builder in accordance with the building requirements for the subdivision, and must be constructed with a design consistent with that of the house design color and material, and said mailbox shall be approved by the Architectural Committee.

#### ARTICLE XVI EXTERIOR MAINTENANCE

No weeds, underbrush or other unsightly growth shall be permitted to grow and remain on any Lot, and no refuse, trash or other unsightly material shall be placed or permitted to remain on any Lot. 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 the Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, the Declarant, or the Association, after transfer by Declarant, after not less than ten (10) days' notice to the Owner, 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 Declarant 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 attorneys' fees in the manner provided in Article XXIX. For the purpose solely of performing the maintenance authorized by this paragraph, the Declarant's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

#### ARTICLE XVII BOATS, TRAILERS, RECREATION VEHICLES AND ACTIVITIES

No motor vehicle, 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. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and wood working, which may result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

#### ARTICLE XVIII ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize 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 XIX VEHICLES PROHIBITED

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

**ARTICLE XX  
GARBAGE AND REFUSE DISPOSAL**

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

**ARTICLE XXI  
TREE REMOVAL OR DAMAGE**

The Owner shall at all time protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee. No trees shall be removed or damaged without the prior written approval of the Architectural Committee.

**ARTICLE XXII  
FACTORY BUILT STRUCTURES**

No structure of any kind that is commonly known as "factory built", "modular", or "mobile home" construction shall be placed or permitted to remain on any Lot.

**ARTICLE XXIII  
DRIVEWAYS AND PARKING AREAS**

All driveways, parking areas and sidewalks shall be constructed of concrete as approved by the Architectural Committee. All driveways shall have a minimum width of sixteen (16) feet. Black asphalt, gravel, pine straw, mulch, concrete pavers, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the properties shall be made in a neat, workmanlike manner. All driveways shall be constructed in a manner that will not alter or interfere with the drainage system within the Properties.

**ARTICLE XXIV  
EXTERIOR FINISHES  
ROOFS AND SHUTTERS**

Not less than eighty percent (80%) of the exterior finish of the front elevation of each dwelling shall be brick or stucco. Side and rear elevations may be siding, subject to be approval by the Architectural Control Committee. The exterior finish of each structure shall be consistent in quality, workmanship and detail on all sides of the structure. Roofs shall be 7-12 pitch, with architecturally designed shingles.

**ARTICLE XXV  
UTILITY CONNECTIONS  
AND SOLAR COLLECTORS**

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system is approved by the Architectural Committee.

**ARTICLE XXVI  
HEATING AND AIR-CONDITIONING SYSTEMS**

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded by landscaping and hidden so that such equipment shall not be readily visible from any roadway or any other Lot. No such equipment shall be located at the front of the structure. Window air-conditioning units shall not be permitted.

**ARTICLE XXVII  
WALLS, FENCES AND GATEPOSTS**

Walls, fences and gateposts shall be subject to review and approval as set forth in Article IV above. The

Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in conformity with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. The fence shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material other than a fence which is a part of the original design of the Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns are visible from any adjacent Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as shown on the approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance of the provisions set forth in Article III above. Only wood fences, 6 feet in height and of the "shadowbox" design shall be allowed.

#### ARTICLE XXVIII FIREARMS, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, pellet guns, B.B. guns, slings, slingshots, bows and arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Declarant following specific permitting and approvals by all appropriate authorities.

#### ARTICLE XXIX WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system of any type shall be permitted on any Lot unless specifically approved in writing by the Architectural Committee. No individual sewage disposal system shall be permitted on any Lot.

#### ARTICLE XXX CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within nine (9) months after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one (1) year after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Declarant may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and slightly condition as soon as practical but no later than three (3) months after the date of destruction.

Section 3. Storage of Materials No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored, or kept on any Lot, except during and when being used in construction. During construction, no fill dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot, a Certificate of Occupancy must be issued by the City, and the approved landscaping plan must be implemented.

#### ARTICLE XXXI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, its successors and/or assigns, the Association or Board of Directors upon transfer, 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 and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Declarant 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 with the consent of the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional subject to Declarant's approval.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. 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 automatically extended for successive periods of ten (10) years unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the first forty Homeowners. 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 join in the execution of the amendment. Any amendment must be recorded.

Section 7. EHVVA Approval. As long as 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.

WITNESSES:

JEANIE DEMOND  
CHEYL WOOD

*W. H. Stanley*  
*Cheryl Wood*

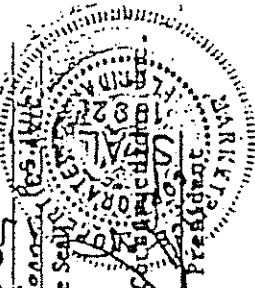
*A. L. Brown*  
*Eileen C. Rice*

STATE OF FLORIDA  
COUNTY OF LEON

MARKETPRICE PROPERTIES, INC.,  
a Florida Corporation

By: *[Signature]*  
Its: *MARVA CONNER* (Corporate Seal)

*Gary E. Gooch*  
Gary E. Gooch, President



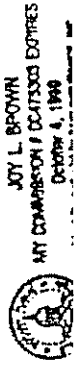
The foregoing instrument was acknowledged before me this 3rd day of October, 1996 by Mark A. Conner, President of Marketprice Properties, Inc., who is personally known to me and who did not take an oath.

*Annie F. Dechman*  
Notary Public  
My Commission Expires: 4/6/97

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of October, 1996 by Gary E. Gooch Construction, Inc., Gary E. Gooch President, who is personally known to me and who did not take an oath.

*[Signature]*  
Notary Public



## EXHIBIT "A"

A tract of land lying in Section, 17, Township 2 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southeast corner of said Section 17 and run South 88 degrees 59 minutes 59 seconds West along the South boundary of said Section 17 a distance of 643.22 feet to a iron pin (3/4") for the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 88 degrees 59 minutes 59 seconds West along the South boundary of said Section 17 a distance of 691.74 feet to a terra cotta pipe filled with concrete (recognized as the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 20, Township 2 North, Range 1 East, Leon County, Florida), thence South 89 degrees 23 minutes 09 seconds West along the South boundary of said Section 17 a distance of 1116.87 feet to a terra cotta pipe filled with concrete marking the Southwest corner of that certain Exception described in Deed Book 266, Page 677 and Official Records Book 110, Page 407 of the Public Records of Leon County, Florida, thence North 11 degrees 57 minutes 4 seconds West along the Westerly boundary of said Exception 1039.16 feet to a CONCRETE MONUMENT LB #732 thence North 01 degrees 43 minutes 30 seconds West along the Westerly boundary of said Exception a distance of 699.42 feet to a terra cotta pipe filled with concrete marking the Northwest corner of said Exception and lying on the Southerly boundary of Summerbrooke Phase 6 as recorded in Plat Book 11, Page 13 of the Public Records of Leon County, Florida, thence South 86 degrees 45 minutes 35 seconds East along the Northerly boundary of said Exception and along the Southerly boundary of said Summerbrooke Phase 6 a distance of 699.35 feet to a concrete monument LB #732, thence North 02 degrees 35 minutes 18 seconds East 250.55 feet to a concrete monument LB #732 lying on the Southerly right of way boundary of Conservancy Drive, said point also lying on a point of curve concave to the Northeasterly, thence Southeasterly along said right of way curve with a radius of 570.00 feet, through a central angle of 10 degrees 28 minutes 51 seconds, for an arc distance of 104.27 feet (the chord of said arc being South 71 degrees 14 minutes 19 seconds East 104.12 feet) to a concrete monument LB #732, thence South 02 degrees 35 minutes 18 seconds West 222.69 feet to a concrete monument LB #732 lying on the aforesaid Northerly boundary of said Exception and along the Southerly boundary of said Summerbrooke Phase 6, thence South 86 degrees 43 minutes 35 seconds East along said Northerly boundary a distance of 570.46 feet to a concrete monument LB #732, thence South 00 degrees 31 minutes 19 seconds East 1350.67 feet to a concrete monument LB #732, thence North 89 degrees 00 minutes 26 seconds East 663.11 feet to a iron pin LB #732, thence South 00 degrees 24 minutes 04 seconds East 275.10 feet to the POINT OF BEGINNING, containing 54.32 Acres more or less.

## RECORDING NOTICE

Document legibility unsatisfactory  
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