

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBERLANE WOODS

OR1467PC1021

THIS DECLARATION is made and executed this 27th day of November, 1990, by ROGER C. SMITH and AGNES G. SMITH, husband and wife, hereinafter referred to as "Declarant."

W I T N E S S E T H:

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. "Association" shall mean and refer to Timberlane Woods Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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.

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LEON COUNTY, FLORIDA

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Section 4. "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 easements described in this Declaration. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each of the lots depicted on the plot plan attached hereto as "Exhibit B." The Declarant shall have the right to amend this Declaration at any time to further described each Lot by a specific metes and bounds description.

Section 6. "Declarant" shall mean and refer to Roger C. Smith and Agnes G. Smith, husband and wife, their successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

ARTICLE II

PROPERTY RIGHTS

Section 1. 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 each class of members has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, accompanied guests, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. The Class A members shall be all Owners (as defined in the Declaration), 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 (as defined in the Declaration) and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the sale and conveyance of all Lots by the Declarant or upon the relinquishment of this voting right, in writing, by the Declarant, whichever first occurs.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII 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 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 Properties and for the improvement and maintenance of the Common Area and for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than twenty-

five percent (25%) above the assessment for the previous year without a vote of the membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty-five percent (25%) upon approval of the members who are entitled to vote two-thirds (2/3) of all of the votes of the membership, 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 the members who are entitled to vote two-thirds (2/3) of all the votes of the membership, voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under 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 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 XVIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. The Board of Directors may elect to assess certain Lots and Lot

Owners, e.g., Lots fronting on the pond depicted on "Exhibit B" attached hereto, at different rates if specific acts of the Association provide certain Lots with certain benefits which are not shared by all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

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Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date determined by the Board of Directors of the Association. If the first annual assessment commences other than on January 1, 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 percent (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.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit 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.

ARTICLE V

EASEMENTS

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, drainage and landscape purposes over and across the area depicted as the pond on the plot plan attached hereto as "Exhibit B." The easement shall extend thirty (30) feet beyond the ordinary high water line of the pond. The ordinary high water line of the pond shall be deemed to be at that level where the waters of the pond touch the southeast corner of Lot 6 as depicted on "Exhibit B" attached hereto. The Declarant further reserves, excepts, imposes, grants

and creates an easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for the maintenance of a water line over, across and under the property described in "Exhibit C" attached hereto and by reference made a part hereof. The Declarant further reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant and any future owner of Lot 1 an easement for access and landscaping purposes over and across the property described in "Exhibit C" attached hereto and by reference made a part hereof. Within this easement area, no trees, shrubs or other vegetation shall be removed, damaged or altered and no fence or other obstruction shall be located without the prior written consent of the Owner of Lot 1, which consent may be withheld in the sole discretion of such Owner, provided, however, the Owner of Lot 1 shall have the right to trim trees, trim or remove shrubs and other vegetation, and to landscape the area in order to maintain access paths and a view of the pond from Lot 1.

The easement areas provided for herein, with the exception of the easement created in favor of the Owner of Lot 1, shall be maintained by the Association. The dam and the dock located on the easement area shall also be maintained by the Association. The dock shall be subject to the use of only the Owners, other than the Owner of Lot 4, members of their immediate families and accompanied guests. 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 VI

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding, water well, septic tank 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 of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event 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. The initial Architectural Committee shall be Roger C. Smith, Agnes G. Smith, and William H. Gardner who shall serve until all Lots are sold and transferred by the Declarant. 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. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the

Architectural Committee. The plans and specifications shall include the following information:

(1) Building plans showing floor plans and front, side and rear elevations. OR1467PE1030

(2) Exterior finish schedule showing material, style, and color for all surfaces.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The contractor who will perform and be responsible for all work.

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 proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

(1) Harmony of exterior design with 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; stockpiling 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.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association of the Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed,

placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings and swimming pool as approved by the Architectural Committee.

ARTICLE VIII

SUBDIVISION OF LOT

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No Lot shall be re-subdivided. This provision shall not, however, be construed 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 IX

DWELLING SIZE

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

ARTICLE X

**BUILDING, DRIVEWAY AND FENCE LOCATION
AND RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than forty (40) feet to the front Lot line; nearer than forty (40) feet to the rear Lot line; nearer than twenty (20) feet to a side-interior Lot line; or nearer than thirty (30) 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 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 of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The detached single-family residence shall face the street. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XI

GARAGES AND CARPORTS

Each building shall have a functional garage attached thereto equipped with an electric garage door opener. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The opening to the garage shall face to the side or rear of the structure so that the opening does not face a street. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XII

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 XIII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIV

SIGNS

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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 XV

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 VI of this Declaration. All pets shall at all times be: confined within the Owner's dwelling; securely 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 XVI
RADIO AND TELEVISION ANTENNA,
SPORTS EQUIPMENT AND TANKS

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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 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 XVII

MAIL BOXES

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

ARTICLE XVIII

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 attorneys' fees, in the manner assessments are enforced and collected under Article IV. 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 a.m. and 6:00 p.m.

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ARTICLE XIX

BOATS, TRAILERS,

RECREATIONAL VEHICLES AND ACTIVITIES

No boat, trailer, motorcycle, motor home, camper, plane or recreational vehicle may be parked or stored on any street or on any Lot except within an enclosed garage or to the rear of a dwelling within building set-back lines, not within view from any adjoining street unless approved by the Architectural Committee. 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 unkept conditions, shall not be pursued or undertaken except within an enclosed garage or other approved structure.

ARTICLE XX

TREE REMOVAL OR DAMAGE

The Owner shall at all times 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. The Association shall have the right to make a special assessment against the Owner who removes or damages a tree without the prior written approval of the Architectural Committee. The special assessment shall be set by

the Board of Directors of the Association and shall not exceed the cost of replacing the tree by a reputable landscaping service. In the event the tree is of a size which cannot be replaced in a commercially reasonable manner, the special assessment shall equal the cost of replacing the tree with the largest tree obtainable in a commercially reasonable manner plus \$5,000.00. The Board of Directors may at any time increase or decrease this additional premium of \$5,000.00.

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ARTICLE XXI

VEHICLES PROHIBITED

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 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 XXII

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 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 XXIII

HEATING AND AIR-CONDITIONING SYSTEMS

Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded 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 or side of the structure. Window air-conditioning units shall not be permitted.

ARTICLE XXIV

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WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed. No fence shall be approved with exposed stringers or other structural components which are visible from any adjoining Lot. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

ARTICLE XXV

PROTECTION AND USE OF POND

The use of the pond depicted on the plot plan attached hereto as "Exhibit B" is restricted to the Owners of the Lots fronting on the pond and Lots 1 and 6, their immediate families and accompanied guests. No Owner of a Lot shall grant any easement or license to any third party across or otherwise allow a use of the pond contrary to the terms of this Declaration.

Nothing of any kind, including, but not limited to, boats, recreational equipment or furniture, may be stored or left overnight within fifty (50) feet of the water's edge of the pond.

No walkways, docks, boat houses or other structures shall be constructed or placed on the pond or within thirty (30) feet of the

ordinary high water level, provided, however, the existing dock may be maintained, repaired and/or replaced by and under the control of the Association. No gasoline motors shall be permitted on the pond. No swimming or bathing shall be allowed in the pond.

The Owners of all Lots shall restrict their use of pesticides, herbicides and fertilizers to the minimum necessary to maintain approved landscaping in a reasonable manner, not to exceed the lowest possible label rates. Pesticides, herbicides and fertilizers shall be further restricted to those materials which have rapid decomposition characteristics and are labeled for aquatic use. Fertilizer constituents shall have at least fifty percent (50%) slow release characteristics, be applied at a rate per application not to exceed the lowest rate per application, be a non-phosphorous or low-phosphorous analysis and be formulated for good slope retention characteristics.

The Association shall have the full right and authority to operate and maintain the pond as a stormwater management system and/or a stormwater discharge facility as exempted or permitted by the State of Florida, Department of Environmental Regulation, and/or any other governmental authority, to establish rules and regulations for such operation and maintenance and to assess Owners to insure proper funding for such operation and maintenance, and to contract for services to provide the services for such operation and maintenance.

ARTICLE XXVI

GENERAL PROVISIONS

Section 1. Enforcement. 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 and charges now or hereafter imposed by the provisions of this Declaration. The failure of the Association or any Owner to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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.

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Section 3. 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.

Section 4. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenants, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 5. 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 all of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the

assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

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Section 6. FHA/VA 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:

Dorothy K. Shotman
Lillian McNeil
Dorothy K. Shotman
Lillian McNeil

Roger C. Smith
ROGER C. SMITH
Agnes G. Smith
AGNES G. SMITH

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of November, 1990, by Roger C. Smith.

Dorothy K. Shotman
NOTARY PUBLIC
My commission expires: 11/15/93
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: SEPT. 13, 1994
BECAME THRU NOTARY PUBLIC UNDERSTAKE

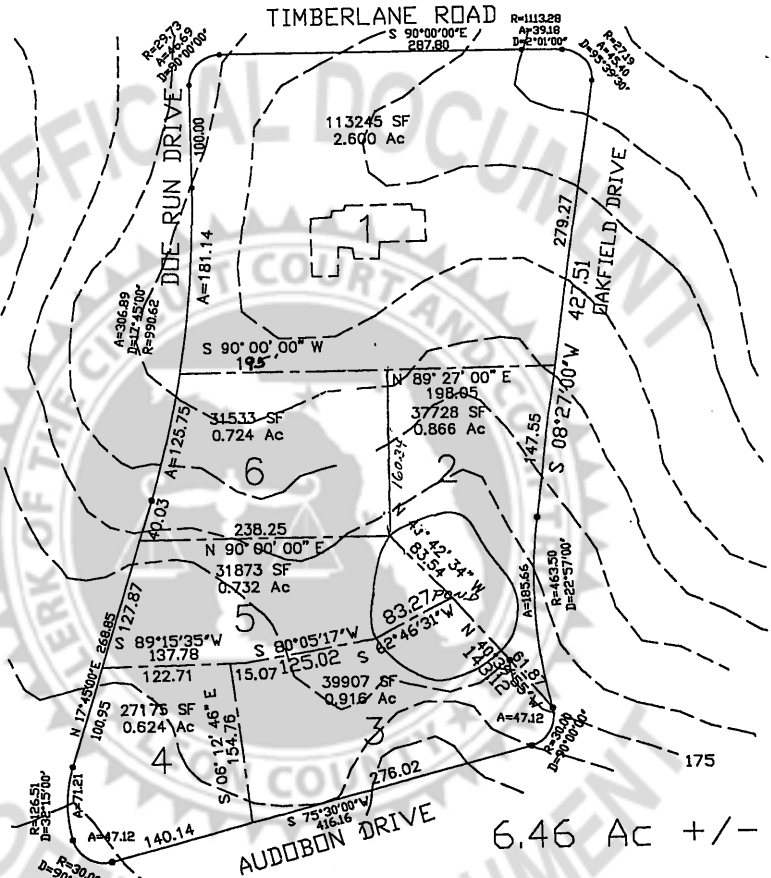
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of November, 1990, by Agnes G. Smith.

Dorothy K. Shotman
NOTARY PUBLIC
My commission expires: 11/15/93
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: SEPT. 13, 1994
BECAME THRU NOTARY PUBLIC UNDERSTAKE

Commence at the Northwest corner of Section 7, Township 1 North; Range 1 East, Leon County, Florida, and run thence South 00 degrees 05 minutes, 02 seconds West along the Section Line and East boundary of Meridian Street a distance of 243.0 feet to the South boundary of Timberlane Road, thence East along the South boundary of said Timberlane Road and parallel to the North boundary of said Section 7 a distance of 2074.32 feet to the Point of Beginning. From said Point of Beginning continue East along said South boundary 287.80 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 1113.28 feet, through a central angle of 02 degrees 01 minute 00 seconds, for an arc distance of 39.38 feet to a point of compound curve, also the Westerly right-of-way boundary of Doe Run Drive, thence along said compound right-of-way curve with a radius of 27.19 feet, through a central angle of 95 degrees 39 minutes 30 seconds, for an arc distance of 45.40 feet, thence South 08 degrees 27 minutes West along said Westerly right-of-way boundary 427.51 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 463.50 feet, through a central angle of 22 degrees 57 minutes, for an arc distance of 185.66 feet to a point of reverse curve, thence along said reverse right-of-way curve with a radius of 30.0 feet, through a central angle of 90 degrees 00 minutes, for an arc distance of 47.12 feet to the Northerly right-of-way boundary of Audubon Drive, thence South 75 degrees 30 minutes West along said Northerly right-of-way boundary 416.16 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 30.0 feet, through a central angle of 90 degrees 00 minutes, for an arc distance of 47.12 feet to a point of compound curve on the Easterly right-of-way boundary of Old Field Drive, thence along said compound right-of-way curve with a radius of 126.51 feet, through a central angle of 32 degrees 15 minutes, for an arc distance of 71.21 feet, thence North 17 degrees 45 minutes East along said Easterly right-of-way boundary 268.85 feet to a point of curve to the left, thence along said right-of-way curve with a radius of 990.62 feet, through a central angle of 17 degrees 45 minutes, for an arc distance of 306.89 feet, thence North along said Easterly right-of-way boundary 100.0 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 30.0 feet through a central angle of 90 degrees 00 minutes, for an arc distance of 47.12 feet to the Point of Beginning; containing 6.47 acres, more or less.

GR1467PE1043



THIS IS NOT A BOUNDARY SURVEY

"EXHIBIT B"

Commence at the Northwest corner of Section 7, Township 1 North, Range 1 East, Leon County, Florida, and run South 00 degrees 05 minutes 02 seconds West along the section line and East boundary of Meridian Street a distance of 243.0 feet to the South right of way boundary of Timberlane Road, thence East along said South right of way boundary and parallel to the North boundary of said Section 7 a distance of 2074.32 feet to a point on a curve concave to the South, thence from a tangent bearing of West, run Southwesterly along said curve with a radius of 29.73 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 46.69 feet, thence run South along the East right of way boundary of Doe Run Drive 100.00 feet to a point of curve to the right, thence run along said curve with a radius of 990.62 feet, through a central angle of 10 degrees 28 minutes 36 seconds, for an arc distance of 181.14 feet, thence East 160.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 27 minutes 00 seconds East 35.00 feet, thence South 00 degrees 08 minutes 43 seconds East 160.34 feet, thence North 12 degrees 28 minutes 39 seconds West 163.87 feet to the POINT OF BEGINNING, containing 0.06 acres, more or less.

BR1467P1044

