

THIS INSTRUMENT PREPARED BY:

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OR 1620 PGN 535

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RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY

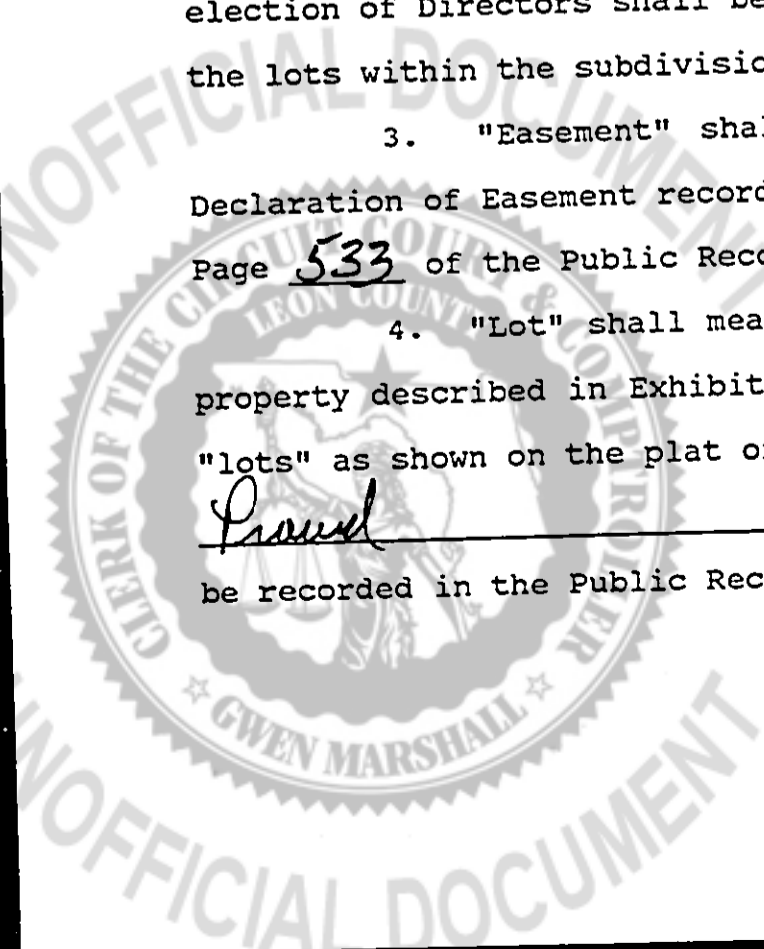
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**DECLARATION OF RESTRICTIVE COVENANTS
OF BUCKFIELD, A RECORDED SUBDIVISION**

BUCK LAKE ROAD PARTNERSHIP, a Florida general partnership, is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to BUCK LAKE ROAD PARTNERSHIP, a Florida general partnership, the owner of the property described in Exhibit "A".
2. "Association" shall mean and refer to BUCKFIELD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. The Association shall be the entity responsible for maintaining the private streets, drainage facilities and other common facilities within the subdivision. The Directors of the Association shall be elected by the owners of lots within the subdivision. The first election of Directors shall be held before fifty percent (50%) of the lots within the subdivision have been sold.
3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1620, Page 533 of the Public Records of Leon County, Florida.
4. "Lot" shall mean a parcel of land contained in the property described in Exhibit "A". The property is divided into "lots" as shown on the plat of BUCKFIELD prepared by Ronald Pravel, which plat either has been or will be recorded in the Public Records of Leon County, Florida.



5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage and other related improvements in their original condition, normal wear and tear excepted.

6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat of the property that either has been or will be recorded in the Public Records of Leon County, Florida.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation.

9. "Improvement" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Declarant or the Committee.

10. "Committee" shall mean the Architectural Control Committee as defined below.

**ARTICLE II - MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION**

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot. In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the year 1992, shall be Twenty-Five Dollars and No Cents (\$25.00) for each acre or a portion of an acre within the subdivision. For example, if an owner owns five point two (5.2) acres, his assessment is five point two (5.2) multiplied by Twenty-Five Dollars and No Cents (\$25.00), or One Hundred Thirty Dollars and No Cents (\$130.00). For the year 1993, and each subsequent year, the annual assessment may be increased by a vote of the Board of Directors of the Association; provided, however, that no increase shall exceed ten percent (10%) in excess of the past year's assessment without the consent of a majority of the owners. An estimate of reasonably expected maintenance and replacement costs of the private roads and other common area facilities to be maintained by the Association based on the life expectancy of those facilities is attached as Exhibit "B". Annual assessments shall begin within one (1) year after construction of the private roads or other facilities.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any

year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. Special assessments shall be determined, like annual assessments, on a per acre basis. For example, if the special assessment is set at Ten Dollars and No Cents (\$10.00) per acre, then a member owning five point two (5.2) acres would owe Fifty-Two Dollars and No Cents (\$52.00), which is five point two (5.2) acres multiplied by Ten Dollars and No Cents (\$10.00) per acre.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the 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.

6. Right of Declarant: Notwithstanding anything contained 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 lots owned by Declarant upon which have been constructed a dwelling unit; and provided, further,

that 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 shall be first. 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 performance of 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 amount in excess of the amount Declarant would be obligated to pay if this exemption from payment of assessments had not been in effect.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1620, Page 533 of the Public Records of Leon County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of storm water and drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic. The private roadway easement and drainage facilities and any other common area improvements shall be conveyed to the Association before more than seventy percent (70%) of the lots within the subdivision have been sold by the Declarant. Once the Association obtains title to the roadways, it shall dedicate to public use, any road within the subdivision whenever two-thirds (2/3) of the owners of two-thirds (2/3) of the property abutting the road to be dedicated presents a petition to the county or such other successor local government, and such local government agrees to accept the road for maintenance

as a public right of way. The Association, however, shall be prohibited from dedicating the roadway to the county or other successor public entity without such petition from the lot owners abutting the roadway to be dedicated.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. Each lot shall be used for single family residential purposes only. No lot shall be further subdivided into tracts less than one and one-half (1½) acres.

2. No mobile or modular homes shall be allowed within the subdivision.

3. All homes built within the subdivision shall contain at least one thousand five hundred (1,500) square feet of heated and cooled area, exclusive of porches and carports or garages.

4. Out buildings or accessory buildings are permitted as long as construction of the buildings is of a permanent character and compatible with the construction and appearance of the main residence.

5. No building or residence shall be located nearer than one hundred twenty-five (125) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations. Declarant or Architectural Control Committee shall have the right, in their discretion, to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

6. No structure, including additions to existing structures or buildings, shall be erected or moved onto the property until the construction plans, site plans and specifications showing the location and design of the structure have been approved by the Declarant. If no action has been taken after ten (10) days from the date in which the plans are submitted to the Declarant, then Declarant shall be notified in writing that Declarant has five (5) days from the receipt of the notice to

either approve or disapprove the plans. If Declarant fails to take any action within five (5) days from receipt of the notice, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location of the structure on the property. Approval shall not be unreasonably withheld.

At such time as Declarant no longer wishes to maintain control of construction on the property, it shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this Section.

7. No hogs shall be kept or raised on the property.

8. Business, trade or commercial activities of all types, including the raising of animals for commercial use or sale, is prohibited.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

10. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or its agents may erect such display signs as may reasonably be required for development and sale of the lots.

11. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event the owner of any lot within the subdivision breaches this restriction, the Declarant reserves its right to enter upon the lot and to mow the grass, clean up the lot, and remove unsightly structures and objects; and the cost of such work shall become a lien upon the lot, and the owner of the lot shall be liable for the payment of the cost incurred by the Declarant.

12. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street. No inoperable or "junk" automobiles shall be allowed to remain on any lot. An automobile shall be considered a "junk auto" if it is inoperative for a period of thirty (30) days and does not have a current license.

13. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the lots.

14. All clotheslines and playground equipment, including but not limited to, swingsets, merry-go-rounds or other yard toys shall be located in the rear yard of the residence and not in the front yard.

15. There shall be no television or radio antennas, satellite dishes or aerials erected on the street side of the residence.

16. No barbwire fences shall be allowed on the property without the express written consent of the Declarant or the Architectural Control Committee.

ARTICLE VI - AMENDMENTS AND MERGERS

1. Amendment by Owners: Except as provided in paragraph 3. of this Article, this Declaration or the Articles and Bylaws of the Association may be amended by the affirmative vote in favor of an amendment by not less than sixty-six and two-thirds (66 2/3) of the votes entitled to vote in any matters to come before the Association. The aforementioned affirmative vote of the owners may

be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a Certificate of the Secretary or an Assistant Secretary of the corporation.

2. Consent of County: Notwithstanding any rights of Declarant or the owners to amend these Restrictive Covenants as provided for in this Article to the contrary, any amendment to these Restrictive Covenants that attempts to modify any provision mandated by Sections 10-1556(a)(1) through (a)(13) of the Leon County Code of Laws, being a part of Ordinance No. 92-9 (3/10/92), shall have the written consent and joinder of Leon County in compliance with subsection (a)(14) of that Ordinance.

3. Scrivener's Errors and Nonmaterial Changes: Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of consent of the owners.



4. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then owner or prejudice the rights of a then owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing common areas unless the owner or owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures of paragraph no. 2. required for adoption of an amendment to the Declaration.

5. Effective Date of Amendments: Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Leon County, Florida.

ARTICLE VII - ENFORCEMENT

The Declarant or BUCKFIELD HOMEOWNERS ASSOCIATION, INC. or the owner of any lot subject to these restrictions may bring an action to enforce these restrictions in any court of competent jurisdiction. The prevailing party in such litigation shall be entitled to recovery of reasonable costs incurred in bringing such action, including a reasonably attorney's fee.

ARTICLE VIII - ANNEXATION

As long as Declarant holds Class B voting rights, it may, with prior approval of FHA/VA, elect to annex additional property into the subdivision known as BUCKFIELD; provided, however, such additional property is subject to these or similar Restrictive Covenants.

ARTICLE IX - CONSTRUCTION

Once construction on any structure within the subdivision is begun, construction shall proceed continuously until completion.

The construction period for a primary residence shall not exceed seven (7) months, unless approval is obtained from the Declarant or the Association.

ARTICLE X - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions of these Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

ARTICLE XI - MISCELLANEOUS

1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

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

3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the owners.

4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

6. FHA/VA Approval: So long as Class B membership exists, the following actions shall require the prior approval of Farmers Home Administration and/or Veterans Administration: annexation of additional properties to the subdivision; dedication of common areas to public use; and any amendment to the Articles of Incorporation of the Association.

7. Attorneys' Fees: In connection with any litigation arising out of this instrument, including appeals, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this instrument is executed this 14th day of Jan, 1993.

WITNESSES (Please Print or Type Names Under Signatures):

BUCK LAKE ROAD PARTNERSHIP

[Signature]
Witness: Lavern D. Tompkins

By: [Signature]
FRED G. SHELFER,
General Partner

[Signature]
Witness: Lavern D. Tompkins

By: [Signature]
LEONARD C. HASSELL,
General Partner

[Signature]
Witness: Lavern D. Tompkins

[Signature]
Witness: Lavern D. Tompkins

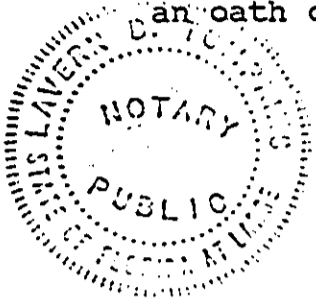
[Signature]
Witness: Lavern D. Tompkins

By: [Signature]
JAMES E. BURNETTE,
General Partner

[Signature]
Witness: Lavern D. Tompkins

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
FRED G. SHELFER, in his capacity as a General Partner of BUCK LAKE
ROAD PARTNERSHIP, who is personally known to me, and who did take
an oath on this 14th day of January, 1993.



Lavern D. Tompkins
NOTARY PUBLIC: LAVERN D. TOMPKINS
(Please Print or Type Name of Notary)

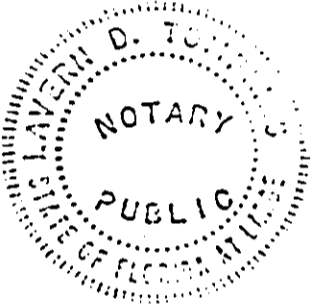
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
FUNDING THE NOTARY PUBLIC UNDERWRITERS.

Commission # CC083271

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
LEONARD C. HASSELL, in his capacity as a General Partner of BUCK
LAKE ROAD PARTNERSHIP, who is personally known to me, and who did
take an oath on this 14th day of January, 1993.



Lavern D. Tompkins
NOTARY PUBLIC: LAVERN D. TOMPKINS
(Please Print or Type Name of Notary)

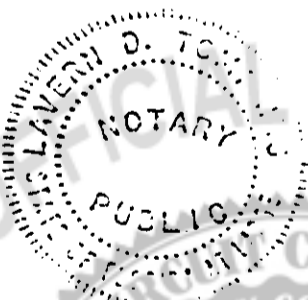
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MY COMMISSION EXPIRES
FUNDING THE NOTARY PUBLIC UNDERWRITERS.

Commission # CC083271

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration was acknowledged before me by
JAMES E. BURNETTE, in his capacity as a General Partner of BUCK
LAKE ROAD PARTNERSHIP, who is personally known to me, and who did
take an oath on this 14th day of January, 1993.

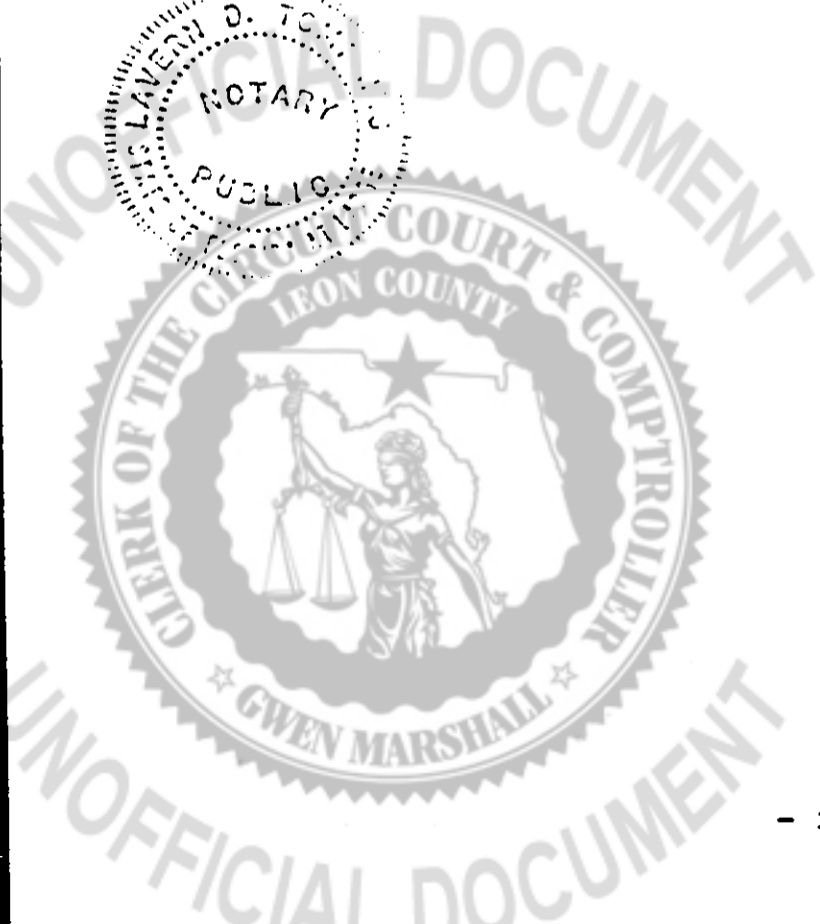


Lavern D. Tompkins
NOTARY PUBLIC: LAVERN D. TOMPKINS
(Please Print or Type Name of Notary)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
FUNDING THE NOTARY PUBLIC UNDERWRITERS.

Commission # CC083271



MORTGAGEE JOINDER

BARNETT BANK OF TALLAHASSEE is the owner and holder of a Mortgage encumbering the property attached hereto as Exhibit "A". As owner and holder of the Mortgage, BARNETT BANK OF TALLAHASSEE consents to the foregoing Declaration of Restrictive Covenants and evidences its joinder in the Declaration.

BARNETT BANK OF TALLAHASSEE

By: Charles J. Davis, Jr.
Its: Vice President



BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 5, BLOCK "D" OF OAK HILL FARM, UNIT NO. 1 ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9 AT PAGE 76 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THEN RUN SOUTH 89 DEGREES 57 MINUTES 57 SECONDS EAST ALONG THE SOUTHERN RIGHT OF WAY FOR BUCK LAKE ROAD 100.04 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT, THEN RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 274.05 FEET THRU A CENTRAL ANGLE OF 36 DEGREES 25 MINUTES 20 SECONDS FOR AN ARC DISTANCE OF 174.21 FEET, THEN RUN SOUTH 53 DEGREES 34 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY 235.11 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT, THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY CURVE HAVING A RADIUS OF 293.92 FEET THRU A CENTRAL ANGLE OF 55 DEGREES 16 MINUTES 22 SECONDS FOR AN ARC DISTANCE OF 283.54 FEET, THEN RUN NORTH 71 DEGREES 09 MINUTES 34 SECONDS EAST ALONG SAID RIGHT OF WAY 509.94 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT, THEN RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY CURVE HAVING A RADIUS OF 633.26 FEET THRU A CENTRAL ANGLE OF 20 DEGREES 43 MINUTES 46 SECONDS FOR AN ARC DISTANCE OF 229.11 FEET, THEN RUN SOUTH 88 DEGREES 06 MINUTES 40 SECONDS EAST ALONG SAID RIGHT OF WAY 1629.85 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT, THEN RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY CURVE HAVING A RADIUS OF 85.71 FEET THRU A CENTRAL ANGLE OF 50 DEGREES 50 MINUTES 44 SECONDS FOR AN ARC DISTANCE OF 76.06 FEET, THEN RUN SOUTH 37 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY 79.29 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY FOR CAPITOLA ROAD, THEN RUN SOUTH 54 DEGREES 34 MINUTES 44 SECONDS WEST ALONG SAID CAPITOLA ROAD RIGHT OF WAY 1123.58 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT, THEN RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1185.92 FEET THRU A CENTRAL ANGLE OF 21 DEGREES 11 MINUTES 30 SECONDS FOR AN ARC DISTANCE OF 438.63 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY FOR THE SEABOARD COASTLINE RAILROAD, THEN RUN SOUTH 54 DEGREES 33 MINUTES 40 SECONDS WEST ALONG SAID RAILROAD RIGHT OF WAY 462.01 FEET, THEN RUN SOUTH 89 DEGREES 15 MINUTES 34 SECONDS WEST 178.40 FEET, THEN RUN SOUTH 00 DEGREES 14 MINUTES 17 SECONDS EAST 124.28 FEET TO THE SAID NORTHERLY RIGHT OF WAY FOR THE SEABOARD COASTLINE RAILROAD, THEN RUN SOUTH 54 DEGREES 35 MINUTES 31 SECONDS WEST ALONG SAID RIGHT OF WAY 1165.00 FEET, THEN RUN NORTH 88 DEGREES 50 MINUTES 58 SECONDS WEST 452.11 FEET, THEN RUN NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST 2212.78 FEET TO THE POINT OF BEGINNING; CONTAINING 91.80 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY BEING LOCATED IN SECTIONS 24 AND 25, TOWNSHIP 1 NORTH, RANGE 2 EAST AND SECTIONS 19 AND 30, TOWNSHIP 1 NORTH, RANGE 3 EAST, LEON COUNTY, FLORIDA.



EXHIBIT "A"