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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

RHODEN HILL



RHODEN
HILL

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Exhibit

Subject Matter

"A"

Land Initially Submitted

"B"

Additional Property

"C"

Habitat Management Plan

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

RHODEN HILL

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RHODEN HILL ("Declaration") is made as of April 29, 2016 by Rhoden Cove Road, Inc., a Georgia corporation (the "Declarant").

Declarant is the owner of the real property described on Exhibit "A," which is attached and incorporated by reference. This real property is subject to the Declaration of Covenants, Conditions and Restrictions for Rhoden Hill, dated May 14, 2010, and recorded on May 17, 2010 at Book 4116, Page 879 in the Leon County, Florida records (the "Original Declaration"). Declarant is the "Declarant" under the Original Declaration by virtue of the Warranty Deed to Declarant dated October 30, 2015, recorded November 11, 2015 at Book 4864, Page 318, Leon County, Florida records and that certain Assignment of Declarant Rights dated April 14, 2016, recorded April 14, 2016 at Book 4916, Page 1583, Leon County, Florida records.

Pursuant to the terms of the Original Declaration and as the sole owner of the Development, Declarant hereby amends and restates the terms, conditions, covenants, restrictions and easements set forth in the Original Declaration in their entirety. The terms, conditions, covenants, restrictions and easements set forth in this Declaration shall replace the Original Declaration in its entirety.

This Declaration imposes upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Development and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Development. In furtherance of such plan, this Declaration provides for the creation of Rhoden Hill Homeowners Association, Inc. to own, operate and maintain Common Areas, to own the Conservation Easement Area and to administer and enforce the provisions of this Declaration and the By-Laws (capitalized terms are defined in Article 1 below).

Declarant hereby declares that all of the property described on Exhibit "A" and any Additional Property subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Development, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Development.

ARTICLE 1: DEFINITIONS

The terms in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Additional Property": All of that certain real property which is more particularly described on Exhibit "B", which is attached and incorporated herein by this reference, and which real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.2 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Rhoden Hill Homeowners Association, Inc. as filed with the Secretary of State of the State of Florida, as they may be amended.

1.3 "Association": Rhoden Hill Homeowners Association, Inc., a Florida nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under Florida corporate law.

1.5 "Builder": Any Person who purchases one (1) or more Lots for the purpose of constructing a Residence thereon for later sale to consumers.

1.6 "By-Laws": The By-Laws of Rhoden Hill Homeowners Association, Inc. as they may be amended from time to time.

1.7 "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use, benefit, and enjoyment of the Owners, specifically excluding however, the Conservation Easement Area. Included in the Common Area is an access easement which affects Lots 6 and 7 which provides access to the Storm Water Maintenance Facility and the Conservation Easement Area. As a matter of example and not limitation, the Private Road, the HOA Open Space and the Storm Water Maintenance Facility are Common Areas.

1.8 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.9 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Development. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors.

1.10 "Conservation Easement": That certain Conservation Easement, dated July 27, 2010, recorded in Book 4350, Page 1768, of the Public Records.

1.11 "Conservation Easement Area": All areas so designated by the Declarant or its successors and assigns in the Plat and the Conservation Easement or restrictions made or imposed pursuant to conservation ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the applicable Water Management District; provided, however, that any description on any Plat which refers to any area of land as a Conservation Easement Area shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by Declarant, with the approval of Leon County Growth and Environmental Management. The Conservation Easement Area is subject to the Conservation Easement and shall be owned and maintained by the Association as provided herein.

1.12 "Days": Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.13 "Declarant": Rhoden Cove Road, Inc., a Georgia corporation or any successor, successor-in-title, or assign who holds or takes title to any portion of the property described on Exhibit "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

1.14 "Development": The real property described on Exhibit "A" as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.15 "Development Period": The period of time during which the Declarant owns any property which is subject to this Declaration. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public Records.

1.16 "Exempt Lot": A Lot owned by an Exempt Owner.

1.17 "Exempt Owner": James Lloyd Rhoden III and his heirs; provided, however, that upon the issuance of a certificate of occupancy for Residence on a Lot owned by an Exempt Owner, such individual shall no longer be an Exempt Owner.

1.18 "General Assessment": Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.1 and 8.2.

1.19 "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, the rules of the Association, and all additional covenants governing any portion of the Development or any of the above, as each may be supplemented and amended from time to time.

1.20 "Habitat Management Plan": That certain Habitat Management Plan prepared by Florida Environmental & Land Services, Inc. for Rhoden Cove Road, Inc., dated March 7, 2016, a copy of which is attached hereto as Exhibit "C," as it may be supplemented and amended from time to time.

1.21 "HOA Open Space": Those certain areas designated on the Plat as "H.O.A. Open Space" which include, without limitation, the center park area/island located in the middle of the Rhoden Hill Way.

1.22 "Lot": A portion of the Development, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, cluster homes and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include property owned by the Association, or property dedicated to the public.

In the case of an unplatted parcel of land, the parcel shall be deemed to be a single Lot until such time as a subdivision plat is filed with respect to all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this Section.

1.23 "Majority": Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.24 "Master Plan": The land use plan or development plan for "Rhoden Hill" established by the Declarant, as such plan may be amended from time to time.

1.25 "Member": A Person subject to membership in the Association pursuant to Section 3.2.

1.26 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.27 "Mortgagee": A bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), and to any successor or assignee thereof which is the holder of a Mortgage.

1.28 "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation such as Mortgagees. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.29 "Person": A natural person, a corporation, a partnership, a corporation, a fiduciary acting on behalf of another person or any other legal entity.

1.30 "Plat": The Subdivision Plat of Rhoden Hill, recorded in Plat Book 22, Page 11 in the Public Records, and any amendments and modifications thereto.

1.31 "Public Records": The Clerk of Courts of Leon County, Florida or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.32 "Residence": A single-family home located on a Lot intended for use and occupancy as a residential dwelling for which a certificate of occupancy has been duly issued.

1.33 "Special Assessment": Assessments levied in accordance with Section 8.3.

1.34 "Specific Assessment": Assessments levied in accordance with Section 8.4.

1.35 "Storm Water Management System": A system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62346, F.A.C. Without limitation, the "Stormwater Management Facility" described on the Plat is a "Storm Water Management System."

1.36 "Supplemental Declaration": An instrument filed in the Public Records which imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

ARTICLE 2: PROPERTY RIGHTS

2.1 Common Area: Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) Any restrictions or limitations contained in any restrictions of record or deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Association, acting through the Board, to dedicate or transfer all or any portion of the Common Area, subject to any approval requirements set forth in the Governing Documents;
- (e) The right of the Declarant to conduct activities and establish facilities within the Development as provided in Article 13.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot; provided however, the Owner shall remain responsible for payment of all assessments and other charges.

2.2 Private Streets. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Development ("Private Streets"), for the purpose of ingress and egress to public rights-of-way. All Private Streets shall be Common Area maintained by the Association as a Common Expense. The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) The right of the Declarant, so long as the Declarant owns the Private Streets, and the Association, so long as the Association owns the Private Streets, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that the Declarant or Association shall not by the adoption of any rule or regulation bar access of the Owners across the Private Streets;
- (c) The right of the Declarant to dedicate all or any part of Private Streets;
- (d) The right of the Association to dedicate all or any part of the Private Streets so long as at least 66% of the Owners which abut at least 66% of the Private Street to be dedicated petition the applicable governmental authority and such governmental authority agrees to accept the maintenance of such Private Street;
- (e) The right of the Declarant to mortgage, pledge, or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and
- (f) The rights of the Declarant and the Association to maintain the Private Streets.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable.

2.3 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of other real property which may or may not be subject to this Declaration.

2.4 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. Whenever any part of the Common Area shall be taken by or conveyed under threat of condemnation to any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance. The Board may convey Common Area under threat of condemnation only if approved by Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant. The award made for such taking or proceeds of such conveyance shall be payable to the Association.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking Members holding at least sixty-seven percent (67%) of the total Class "A" vote of the Association and, during the Development Period, the Declarant shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

2.5 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view from Lots over and across the Common Area, will be preserved without impairment. The Association shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Common Area from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of a Common Area which the Lot may enjoy as of the date of the purchase of the Lot may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Common Area.

2.6 Restricted Access Fence and Gate. Access to all or any portion of the Development may, at the Declarant's or Board of Director's sole discretion, be restricted by a fence and one or more gates located along the perimeter of the Development. Vehicular access into the Development may be restricted by electronically operated or other controlled access entry gates located at the entrances into the Development, and pedestrian access may be restricted by pedestrian gates at other points as well. The use and operation of any restricted access fence and gate may be limited or eliminated from time to time by the Declarant or the Board of Directors. All costs and expenses associated with the ownership, operation

and use the Fence and gate shall be Common Expenses; provided, that the Board may assess separate fees to Members for access cards, keys or similar access devices based on the number of access cards, keys or similar devices issued to each Member.

2.7 Trails. The Declarant reserves for itself, its successors and assigns, and the Association, the right to designate certain areas within the Development, including the Common Area and Conservation Easement Area, to be used as pedestrian pathways and pedestrian trails ("pedestrian trail system"). Each Owner acknowledges, understands and covenants to inform the occupants of such Owner's Lot, that the Development may contain a trail system and that there may be certain inconveniences and loss of privacy associated with the ownership of Lots adjacent to such trail system resulting from the use of the trail system by the Declarant, the Association, its Members, their tenants, occupants, guests and invitees. As a matter of clarification, there is no guaranty or warranty that a trail system will be established and the ability to operate and maintain such a trail system will be subject to applicable restrictions established by conservation easement, laws, rules, regulations and restrictions of record. Any pedestrian trail system located within the Conservation Easement Area (if any) will be located, installed, and maintained as specified in the Habitat Management Plan. Accordingly, in the event the pedestrian trail system described on the the Habitat Management Plan set forth on Exhibit C is constructed, then such pedestrian trail system will be a pedestrian trail system subject to the terms of this Section. The costs to maintain any pedestrian trail system that may exist shall be a Common Expense.

2.8 Community Facilities. The Declarant or Association may construct improvements on the Common Area for use of the Members. Such facilities may include as a matter of example, but not limited to, picnic facilities, fountain, gazebos or equestrian facilities. As a matter of clarification, there is no guaranty or warranty that any community facilities will be established and the ability to operate and maintain such facilities will be subject to applicable restrictions established by conservation easement, laws, rules, regulations and restrictions of record. To the extent such facilities are established, the Association shall be responsible for the maintenance and operation of such facilities.

2.9 Rezoning. During the Development Period, no Owner or any other Person may apply or join in an application to amend, vary or modify the applicable zoning ordinance or rezone or apply for any zoning variance or waiver as to all or any portion of the Development without the prior written consent of Declarant.

2.10 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's prior written consent during the Development Period, and after the expiration of the Development Period, the prior written consent of the Board. In addition, no home shall be subdivided or partitioned to create housing for more than a single family. Declarant, however, hereby expressly reserves the right for the Declarant or any Exempt Owner to replat any Lot or Lots which it owns. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations, if any. Notwithstanding the foregoing, the provisions of this Section 2.10 shall not apply to Exempt Lots or any Additional Property.

Notwithstanding anything to the contrary, the Declarant or any Exempt Owner expressly reserves the right to replat, combine and/or subdivide any Lots owned by the Declarant or an Exempt Owner at any time. Such reserved right includes the Declarant's right to replat Lots in order to establish a driveway or roadway to connect Adjacent Property to the Development.

2.11 Conservation Easement Area. A certain portion of the Development is reserved as a Conservation Easement Area, which is established by the Conservation Easement. Every Owner shall

have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across the Conservation Easement Area, subject to:

(a) Any conservation easement which governs the use of such Conservation Easement Area, including, without limitation, the Conservation Easement;

(b) The Habitat Management Plan;

(c) This Declaration and all other Governing Documents;

(d) The right of the Association, to adopt, amend and repeal rules regulating the use and enjoyment of the Conservation Easement Area, subject to the terms and conditions of the applicable conservation easement and the Habitat Management Plan; and

(e) The rights of the Declarant and the Association to maintain the Conservation Easement Area as required by the Habitat Management Plan.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable

The Association shall be the owner of the Conservation Easement Area and shall be responsible for the maintenance of such Conservation Easement Area and with compliance with the terms and conditions of the Conservation Easement and Habitat Management Plan. All costs and expenses incurred by the Association to maintain the Conservation Easement Area and to comply with the requirements of the Conservation Easement and Habitat Management Plan shall be Common Expenses. Any third party beneficiary of the Conservation Easement, such as a governmental entity, shall have the right to access such Conservation Easement Area according to the terms and conditions of the underlying Conservation Easement. Any proposed alteration of a Conservation Easement Area which is not in compliance with the Habitat Management Plan, shall require the written consent of the Board, and during the Development Period, the written consent of the Declarant, and the approval of Leon County Growth and Environmental Management.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2(c) and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

3.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall have one (1) equal vote for each Lot in which he or she holds the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment under Section 8.8. As a matter of clarification, the Owner of two (2) contiguous Lots, as shown on the final subdivision plat

recorded in the Public Records, on which one (1) residential dwelling is constructed, shall have two (2) votes equal to 1 vote per Lot. All Class "A" votes shall be cast as provided in Section 3.2(c) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint the members of the Board of Directors until the first to occur of the following:

(i) When fifty percent (50%) of the total number of Lots permitted by the Master Plan for the Development have Residences thereon which have been conveyed to third parties other than Declarant or Exempt Owners;

(ii) December 31, 2036; or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right.

At such time, the Class "B" membership shall terminate, and the Declarant shall be a Class "A" Member entitled to a Class "A" vote for each Lot which it owns. After termination of the Class "B" membership, the Declarant shall have a right to disapprove actions of the Board as provided in this Declaration.

(c) Exercise of Voting Rights. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area, the Storm Water Management System, the Conservation Easement Area and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Development as the Board may adopt pursuant to Article 10. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Florida.

4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibit "A", personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Development originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in

error or needed by Declarant to make adjustments in property lines, provided that the reconveyance has no material adverse effect upon the rights of the Owners.

Prior to date upon which seventy percent (70%) of the total number of Lots permitted by the Master Plan for the Development have Residences thereon which have been conveyed to third parties other than Declarant, the Declarant shall convey to the Association all existing Private Streets, the Storm Water Management System, the Common Area and the Conservation Easement Area.

The Association agrees that the Common Area (including the Private Road and Storm Water Management System) and Conservation Easement Area, including all improvements thereon, shall be conveyed in its "where is, as is" condition and without recourse, and Declarant disclaims and makes no representations, warranties or other agreements express or implied with respect thereto, including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and representations or warranties regarding the conditions, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to utilization or the future economic performance or operations of the Common Area and Conservation Easement Area. No claim shall be made by the Association or any Owner relating to the condition, operation, or completeness of the Common Area or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties which it receives from manufacturers and suppliers relating to any of the Common Area which exist and are assignable.

4.3 Enforcement. The Board may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Lot of the violator;
- (b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents; and
- (c) suspending an Owner's right to vote.

In the event that any occupant, guest or invitee of a Lot violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Lot that the violator is occupying or visiting. If a fine is imposed, the fine may first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

In addition, the Board may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy Specific Assessments to cover all costs incurred in bringing a Lot into compliance with the terms of the Governing Documents.

The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

In addition to the enforcement rights set forth above in this Section 4.3, the Northwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Storm Water Management System

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Indemnification. The Association shall indemnify every officer and director against all damages, liabilities, and expenses, including reasonable attorneys fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Florida law.

The officers and directors members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers and directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer and director harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer or director may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.6 Dedication of or Grant of Easements on Common Area. The Association may dedicate or grant easements across portions of the Common Area to Leon County, Florida, or to any other local, state, or federal governmental or quasi-governmental entity, or to any private utility company.

4.7 Dedication of Private Street. The Association shall be obligated to dedicate all or any part of the Private Streets so long as at least 66% of the Owners which abut at least 66% of the Private Street to be dedicated petition the applicable governmental authority and such governmental authority agrees to accept the maintenance of such Private Street.

4.8 Security. Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to make the Development safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Development, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security measure, including, without limitation, the entrance gate, perimeter fence or lighting, cannot be compromised or circumvented, nor that any such security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. No representation or warranty is made that the lighting facilities or systems (including the placement thereof) will adequately illuminate or attempt to adequately illuminate all of the Common Areas, or that such facilities or systems will be designed with safety measures in mind. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Development assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

4.9 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example and not limitation, some services and facilities which may be provided include landscape maintenance, garbage collection, pest control service, cable, digital, satellite or similar television service, internet, intranet, and other computer related services, security, caretaker, fire protection, utilities, and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

4.10 Storm Water Management System. The Association shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the surface water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the Northwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or Storm Water Management System shall be as permitted, or if modified as approved by the Northwest Florida Water Management District.

4.11 Conservation Easement Area. The Association shall be responsible for the maintenance of the Conservation Easement Area, for complying with the terms of the Conservation Easement, for complying with the terms of the Habitat Management Plan and for complying with applicable laws, rules and regulations.

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Common Area, which may include, but need not be limited to:

- (i) all open area, parks and open space as designated on the Plat or Master Plan;
 - (ii) the Storm Water Management System;
 - (iii) the entry gate, call box, entry wall, pavers and related entry features and monuments;
 - (iv) all street lights and street trees within the Development;
 - (v) any signage located within the Development;
 - (vi) the Private Road and all sidewalks;
 - (vii) all landscaping and other flora, including any irrigation and landscape lighting, located within Common Area or along the Private Road and sidewalks;
 - (viii) all pathways and trails, if any, within the Common Area;
 - (ix) HOA Open Space;
 - (x) any improvements or structures located within Common Area;
 - (xi) electricity to any Common Area;
 - (xii) all furnishings, equipment and other personal property of the Association, if any;
- and
- (xiii) the access easement which affects Lots 6 and 7.

(b) The Association shall, as a Common Expense, maintain the Conservation Easement Area, including all wetlands and passive recreational areas, in accordance with the Habitat Management Plan. The Association shall also maintain the pedestrian trail system located within the Conservation Easement Area.

(c) The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, landscaping within the public right of way adjacent to the Development or a bus stop. The Association may also provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(d) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the

Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant.

(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to the Governing Documents, any recorded covenants, or any agreements with the owner(s) thereof.

(f) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant may, upon not less than ten (10) Days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot, his or her Residence and all structures, parking areas, sprinkler and irrigation systems, landscaping and other flora, and other improvements on the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents. Each Owner shall also maintain the driveway and mailbox serving his or her Lot and all landscaping located in the right-of-way immediately adjacent to the Owner's Lot. Each Owner shall insure installation and maintenance of all landscaped and turf areas on each Lot shall be maintained in accordance with the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 8.4(b). The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry under this Section shall not constitute a trespass.

IN ADDITION TO THE FOREGOING, EACH OWNER IS RESPONSIBLE FOR ANY DAMAGE TO COMMON AREA (INCLUDING, WITHOUT LIMITATION, DAMAGE TO STREET TREES, STREET LIGHTS, MAILBOXES, SIDEWALKS, IRRIGATION, LANDSCAPE LIGHTING, ENTRY PAVERS, MONUMENTS, EXISTING SIGNAGE, CALL BOX SYSTEM, THE PRIVATE ROAD AND RELATED CURB AND GUTTERS) CAUSED BY ANY BUILDER, CONTRACTOR OR SUBCONTRACTOR WORKING FOR THE OWNER. IN THE EVENT THE ASSOCIATION IS REQUIRED TO REPAIR ANY DAMAGE CAUSED BY SUCH PARTIES, THEN THE COSTS INCURRED BY THE ASSOCIATION SHALL BE A SPECIFIC ASSESSMENT TO THE OWNER WHOSE AGENTS CAUSED SUCH DAMAGE. THE ASSOCIATION SHALL ALSO HAVE THE POWER TO LEVY FINES AGAINST THE OWNER FOR THE FAILURE TO REPAIR ANY DAMAGE CAUSED BY SUCH OWNER'S AGENTS.

5.3 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury occurring on, or arising out of the

condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "all risks" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other property to the extent the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and shall have an interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Common Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

Premiums for all insurance shall be Common Expenses and shall be included in the General Assessment. In the event of an insured loss, the deductible shall be treated as a Common Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss resulted from the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.4.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the metropolitan Tallahassee area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

(i) All insurance coverage obtained by the Board shall:

(1) be written with a company authorized to do business in the State of Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(3) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(4) contain an inflation guard endorsement;

(5) include an agreed amount endorsement, if the policy contains a co-insurance clause; and

(6) an endorsement requiring at least thirty (30) Days prior written notice (except in the event of nonpayment, in which case at ten (10) day prior written notice is required) to the Association of any cancellation, substantial modification, or non-renewal.

(ii) In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(1) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and manager, the Owners and their tenants, servants, agents, and guests; and

(2) a cross liability provision.

(c) Damage and Destruction. In the event of any insured loss covered by insurance held by the Association, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition existing prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and during the Development Period the Declarant decide within sixty (60) Days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative improvements.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the

period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of their Residence and all insurable improvements on his or her Lot, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any member of a Member's immediate household for any injury or damage sustained in the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

Each Owner, by virtue of the acceptance of title to his or her Lot, and each other Person having an interest in or right to use any portion of the Development, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and, during the Development Period, the written consent of the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association, and by the owner of the property being annexed, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.2 Annexation by Declarant. Until fifty (50) years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the Development from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Development. By way of example, and not limitation, of the foregoing, a removal of property for the purpose of (i) adjusting boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the Development or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting any tracts of land, either designated now or in the future for nonresidential development, from the provisions of this Declaration, shall be deemed as a permissible withdrawal which is not inconsistent with the overall uniform scheme of development. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall execute a written consent to such withdrawal. In addition to the foregoing, Exempt Owners may withdraw their Lot from this Declaration at any time.

7.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Development (excluding the Conservation Easement Area) to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property for such purposes as deemed appropriate in the Declarant's sole discretion, including but not limited to modifications to reflect the different character and intended use of such property.

7.5 Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 8.3; and (c) Specific Assessments as described in Section 8.4. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Development, is deemed to covenant and agree to pay these assessments.

All assessments and other charges, together with interest, late charges, costs of collection, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid, as more particularly provided in Section 8.5. Each such assessment or charge, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer or designee setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each calendar quarter of each year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2 Computation of General Assessments. At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a contribution to establish a reserve fund. For so long as the Class "B"

membership exists, Common Expenses shall not include any expenses incurred for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Members holding a Majority of the total Class "A" votes of the Association.

Exempt Lots shall not be subject to General Assessments, Specific Assessments or Special Assessments. Thus, General Assessments shall be levied equally against all Lots except for Exempt Lots. As a matter of clarification, the Owner of two (2) contiguous Lots, as shown on the Plat recorded in the Public Records, with one (1) residential dwelling constructed thereon shall pay two (2) General Assessments.

The assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. Such rate shall take into account that certain Lots, such as Exempt Lots, are not subject to assessment. In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

During the Development Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials, which may be treated as either a contribution or an advance against future sums due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after the date of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.3 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be allocated equally among all Lots. Any Special Assessment which would cause the total of Special Assessments levied in one fiscal year to exceed five hundred dollars (\$500.00) per Lot shall require the approval of Members holding at least sixty-seven percent (67%) of the

total Class "A" votes and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after the date of the notice of such Special Assessment. All other Special Assessments shall become effective upon approval by the Board. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection, pest control service, cable, digital, satellite or similar television service, internet, security, utilities, and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover all costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests.

In addition, fines levied by the Association pursuant to Section 4.3 shall constitute Specific Assessments.

8.5 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Florida law), late charges in such amount as the Board may establish (subject to the limitations of Florida law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Declarant or the Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Lot owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall remain the personal obligation of the owner of the Lot prior to the foreclosure, and, unless and until collected from such prior owner, shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.6, including such acquirer, its successors and assigns.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.6 Date of Commencement of Assessments. The first assessment shall be collected upon the sale of the first Lot to a party other than the Declarant or Exempt Owner. Thereafter, the Board shall prepare an annual budget and collect assessments as provided for in this Article IX. Except for Lots not subject to assessment, the obligation to pay assessments shall commence as to each Lot on the date the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual General Assessment levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot and shall be due and payable at closing or, with respect to Assessment, if any, levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

8.7 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.8 Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments:

- (a) All Common Area;
- (b) All Lots of the Declarant until fifty percent (50%) of the total number of Lots permitted by the Master Plan for the Development have Residences thereon which have been conveyed to third parties other than Declarant or Exempt Owners; provided, however, the Declarant shall be further exempt from paying the portion of the assessment allocated to capital reserves until at least seventy-five percent (75%) of the total number of Lots permitted by the Master Plan for the Development have Residences thereon which have been conveyed to third parties other than Declarant or Exempt Owners;
- (c) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility;
- (d) Any property that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open space for public benefit and held by such agency or organization for such recreational and open space purposes; and
- (e) Exempt Lots.

8.9 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof other than the Declarant or an Exempt Owner, a contribution shall be made by or on behalf of the purchaser or occupant to the working capital of the Association in an amount equal to \$1,000; provided, however, that such amount may be increased upon the vote of sixty-seven percent (67%) of the Members, and if during the Development Period, the Declarant. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Lot to the first Owner, the capital contribution shall be paid immediately upon demand by the Association.

Capital contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

AS A MATTER OF CLARIFICATION, AT THE CLOSING OF THE SALE OF ANY LOT, THE FOLLOWING FEES SHALL BE COLLECTED BY THE CLOSING ATTORNEY AND PAID TO THE ASSOCIATION: (I) PRORATED GENERAL ASSESSMENT, (II) CAPITALIZATION FEE PROVIDED IN SECTION 8.9 AND (III) ARC REVIEW FEE PROVIDED IN SECTION 9.2.

8.10 Contributions by Declarant. In accordance with Section 8.2, the Declarant may elect to support the Association by funding operating deficits during the Development Period. At the sole election of Declarant, Declarant may recoup from the Association all such payments, which amounts may be paid from the operating account of the Association, or from the working capital contributions collected at the sale of Lots, but not from capital reserves. Regardless of whether the Declarant recoups any other deficit amounts, it is not the intention of the Declarant to forfeit refundable reserves or deposits paid by Declarant, nor to pay for deficits created by the nonpayment of assessments by other Owners. It is also not the intention of Declarant to pay for expenses which are otherwise covered in the annual budget of the Association, but which, due to the requirement of an advance payment, create temporary or seasonal deficits. Accordingly, Declarant shall be reimbursed for all amounts paid by Declarant in the funding of deficits caused by the nonpayment of assessments by Owners which, if not sooner paid, shall be paid to Declarant at the time the unpaid assessment is collected. In addition, if not sooner paid, Declarant shall be reimbursed for any refundable deposit upon the Association's receipt of the same.

All deficits shall be collectible by Declarant at any time from the working capital contributions or from excess funds not designated for capital reserves. The Declarant shall have the right to pursue the collection of any unpaid assessments on behalf of the Association, as well as the right to act on behalf of the Association (if necessary) in obtaining refunds of all deposits paid for by Declarant. The Board of Directors, specifically including members of the Board appointed by the Declarant, shall be authorized to execute a promissory note or notes on behalf of the Association to evidence the repayment obligation of the Association; provided however, the failure to execute such a note shall in no way diminish such obligation.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. No Residence, exterior structure or improvement, shall be placed, erected, installed or made upon any Lot or adjacent to any Lot where the purpose of the structure is to service such Lot except in compliance with this Article, and with the prior written approval of the Board under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

This Article shall not apply to the activities of the Declarant, an Exempt Owner, and Exempt Lot, or to improvements to the Common Area by or on behalf of the Association. This Article may not be amended without the unanimous consent of all Exempt Owners.

9.2 Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Development acknowledges that, as the developer of the Development, Declarant has a substantial interest in ensuring that all structures and improvements within the Development enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Development. Therefore, the Board shall be responsible for the review of all applications for construction and modifications under this Article. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. In addition, the Board

may require deposits while construction is pending on any Lot to ensure completion without damage to the Development. The Board shall have exclusive jurisdiction over all construction on any portion of the Development. As of the date of recording of this Declaration the review fee for applications is \$1,000.00.

9.3 Procedures.

(a) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Board for review and approval (or disapproval). In addition, information concerning septic tank drainage fields and placement, irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted. In reviewing each submission, the Board may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time. The Board may, but is not required, to establish design guidelines to provide a general overview of the types of improvements that may be constructed within the Development, acceptable materials for use in the improvements, establish site standards, and establish setbacks, buffers and other Lot restrictions. The guidelines may also establish general rules and regulations for the Development. Prior to making any improvements subject to this Article IX, the Owner should contact the Board to determine if any design guidelines are currently effective.

Each application to the Board shall contain a representation and warranty by the Owner that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the Board, nor the distribution and review of the plans by the Board shall be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the Board shall hold the members of the Board, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration.

In the event that the Board fails to approve or to disapprove any application within sixty (60) Days after submission of all information and materials reasonably requested, the application shall be deemed approved. Notwithstanding the above, the Board by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a Residence in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

(b) Delinquent Assessments and Other Charges. Notwithstanding the provisions of subsection (a) above, any application for the approval of plans and specifications as set forth in this Article shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by this Declaration have been paid current by the Owner submitting such plans and specifications for approval.

Subsequent to the approval of plans and specifications pursuant to this Article, if the Owner shall become delinquent in the payment of assessments or other charges permitted by this Declaration at any time during the prosecution of the approved work, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in Section 9.10 and Section 4.3.

9.4 Architect, Builder and General Contractor Approval. During the Development Period, in order to ensure that appropriate standards of construction are maintained throughout the Development, all architects, Builders and general contractors must be approved by the Declarant in its sole and absolute

discretion prior to engaging in any construction activities within the Development. The Declarant may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect, Builder or contractor has been approved by the Declarant. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the Declarant to maintain certain insurance coverages required by the Declarant, pay construction deposits to ensure completion of a project without damage to the Development, and pay fees determined by the Declarant from time to time. Both the criteria and the application form are subject to change in the sole discretion of the Declarant. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the Declarant, nor a guarantee or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established by the Declarant for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder, or contractor. Owner's selection of an architect, Builder, or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the Declarant. Once approved (unless such approval is withdrawn by the Declarant), an approved architect, Builder or contractor shall not be required to re-submit to the approval process.

9.5 Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements subject to review by the Board shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; initial construction of the Residence or accessory building; exterior alteration of existing improvements; installation or replacement of hardscape, such as driveways, walkways, or parking areas; mailboxes; basketball hoops; trampolines; swing sets and similar sports and play equipment; swimming pools; screen enclosures for swimming pools; gazebos or playhouses; outdoor hot tubs; wells; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the Board shall have the right, in its sole discretion, to prohibit or restrict these items within the Development. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body.

(i) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Board, except (1) such signs as may be required by legal proceedings; (2) not more than one (1) professional security sign of such size deemed reasonable by the Board in its sole discretion; (3) not more than one (1) "For Rent" or "For Sale" sign not to exceed two feet (2') by two feet (2') on any Lot being offered for sale or for lease; and (4) one (1) political campaign sign not to exceed two feet (2') by two feet (2') for such time periods as established by the Board. Unless in compliance with this Section, no other signs shall be posted or erected by any Owner or occupant within any portion of the Development, including the Common Area, any structure or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion).

The Declarant and the Board reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All permitted signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Development.

(ii) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Lot; (2) one (1) approved decorative post light; (3) pathway lighting; (4) street lights in conformity with an established street lighting program for the Development; (5) seasonal decorative lights during the usual and common season; (6) front house illumination of model homes; or (7) any additional lighting as may be approved by the Board. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

(iii) Temporary or Detached Structures. Except as may be permitted by the Board during initial construction, no temporary house, dwelling, garage or outbuilding shall be placed or erected on any Lot. No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling.

(iv) Accessory Structures. With the approval of the Board, detached accessory structures may be placed on a Lot to be used for a playhouse, swimming pool, tool shed, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the Residence on the Lot. With the exception of a garage that is attached to a Residence and except as may be provided otherwise by the Board, an accessory structure placed on a Lot shall be located only behind the Residence as such Residence fronts on the street abutting such Lot or in a location approved by the Board. All accessory structures shall be located within side and rear setback lines as may be required by applicable zoning law.

(v) Inflatables. No inflatable objects, such as holiday or characters (cartoon or otherwise) may be placed on any Lot.

(vi) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(vii) Standard Mailboxes. All dwellings within the Development shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Board. All replacement mailboxes shall match the existing mailboxes located within the Development. By accepting a deed to a Lot, each Owner agrees that the Association may remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Lot, and all claims for damages caused by the Association are waived.

(viii) Minimum Dwelling Size. Each residential dwelling located on any Lot shall have a minimum of two thousand five hundred (2,500) square feet of enclosed, heated and cooled living space. Upon written request of an Owner, the Board may waive such square footage requirement if, in the Board's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Development; provided however, no residential dwelling within such portion of the Development shall be less than one thousand five hundred (1,500) square feet of enclosed, heated and cooled living space.

(ix) Septic System Standard. Each dwelling shall use an alternative Fixed Activated Sludge Treatment (FAST) on-site septic system for sewer treatment or a system of equal or better performance as may be approved by Leon County.

9.6 Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after commencement of construction, unless extended by the Board in its sole discretion. All other construction shall be completed within the time limits established by the appropriate reviewing body at the time the project is approved by the reviewing body.

For the purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the Declarant or Board, as applicable; (b) a building permit has been issued for the Lot by the appropriate jurisdiction; and (c) construction of a structure has physically commenced beyond site preparation. Completion of a structure shall mean that a certificate of occupancy has been issued for a dwelling on the Lot by the appropriate jurisdiction.

9.7 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.8 Variance. The Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with rules and regulations adopted by the Board. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.9 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Development only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and neither the Declarant, the Association, nor the Board shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners. Neither the Declarant, the Association, nor the Board shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.5.

9.10 Enforcement. The Declarant or the Board shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written notice from the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore the property as required, any authorized agent of Declarant or the Board shall have the right to enter the property, remove the violation, and restore the property to

substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a Specific Assessment pursuant to Section 8.4.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 8.4.

Neither the Board nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the Board from the Development, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

ARTICLE 10: USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Development shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Declarant and/or Builders, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibit "A", offices for any property manager retained by the Association, business offices for the Declarant or the Association and related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Development, including, without limitation, Common Area and the Conservation Use Easement. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by Members holding a Majority of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant.

10.3 Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, or use restrictions governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

10.4 Leasing. Lots may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board. The term of any lease shall be for at least one (1) year.

10.5 Residential Use. Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity conforms to all zoning requirements for the Development; (c) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Development; (d) the activity does not increase traffic; and (e) the activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board.

No other business, trade, or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Development or its use of any Lots which it owns within the Development, including the operation of a timeshare or similar program.

No garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon a Lot without the prior written consent of the Board and compliance with any rules adopted by the Board.

10.6 Occupancy of Unfinished Dwellings. No dwelling erected upon any Lot shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed.

10.7 Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Lots or in appropriate spaces or areas designated by the Board. Vehicles shall be subject to such reasonable rules and regulations as the Board may adopt. The Declarant and/or the Association may designate certain parking areas for visitors or guests. Service and delivery vehicles may be parked in the Development during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Governing Documents.

10.8 Private Streets. The Private Streets shall be subject to the provisions of this Declaration regarding use of Common Area. Additionally, Owners of Lots and other permitted users of the Private Streets pursuant to Section 2.2 shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include without limitation obstruction of any of the Private Streets.

10.9 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without the prior written consent of the Association. With the prior written approval of the Board of Directors, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Area as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their guests,

occupants and family, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

10.10 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets.

10.11 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Development. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the BOARD, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.12 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped, improved and maintained so as to permit safe sight across such areas. No fence, wall, hedge or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.

10.13 Drainage and Grading.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) Each Owner shall be responsible for maintaining all drainage areas located on its Lot. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.

(c) Each Owner shall be responsible for controlling the natural and man-made water flow from its Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Development or any Private Amenities with excessive water flow from its Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Lots. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Lot.

(d) Use of any areas designated as "drainage easement areas", "SWMF Drainage Easement," "Stormwater Management Facility" or similar drainage easements on the Plat or established by recorded easement, shall be subject to strict prohibitions against encroachment of structures into, over or across the drainage easement areas, and the right of the Declarant or governmental authority to enter upon and maintain the drainage easement areas. Such maintenance activities may include disturbance of landscaping pursuant to the terms contained in any declaration of easements, notwithstanding approval of the landscaping as set forth in Article 9.

(e) No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the Development for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

(f) All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of improvements on any Lot and in conducting any activity within non-disturbance buffer zones.

(g) All Persons shall comply with any and all applicable state or county ground disturbance laws.

10.14 Wetlands. All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and be approved by all appropriate regulatory bodies.

10.15 Conservation Easement Area. Uses within the Conservation Easement Area shall be restricted to those uses outlined in the Habitat Management Plan.

ARTICLE 11: EASEMENTS

Declarant reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members and the Owners, and their successors-in-title.

11.1 Easements of Encroachment. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots, between each Lot and any adjacent Common Area, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement. Notwithstanding the foregoing, the easement established by this paragraph shall not exist within the Conservation Easement Area without the approval of the Leon County Growth and Environmental Management.

11.2 Easements for Utilities, Etc.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself during the Development Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the

Development (but not through a structure, existing or proposed) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital or similar television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; Lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Development, as necessary, to exercise the easements described above.

Declarant may assign to the local water supplier, sewer service provider, electric company, telephone company, natural gas supplier, internet service provider or cable service provider the easements set forth herein across the Development for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

Declarant further reserves, creates, establishes, promulgates and declares for the City of Tallahassee a non-exclusive, perpetual, appurtenant easement upon, across, over, and under those certain areas designated as "C.O.T Utility Easement and H.O.A. Drainage Easement" described on the Plat to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing utilities.

(b) Declarant reserves, creates, establishes, promulgates and declares for itself during the Development Period and its designees non-exclusive, perpetual, reciprocal, appurtenant easements, and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Development.

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Development, or at any other time, (i) to release all or any portion of the Development from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

(e) Notwithstanding the foregoing, the easements established by this Section 11.2 shall not exist within the Conservation Easement Area without the prior approval of the Leon County Growth and Environmental Management.

11.3 Easement for Slope Control, Drainage and Waterway Maintenance. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements, for itself, and the Association, and their respective representatives, successors and assigns, contractors and agents, over, across, under, through and upon each Lot and areas designated on the Plat as "H.O.A. Drainage Easement" for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Development;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Development; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Development.

Notwithstanding the foregoing, the easement established by this Section 11.3 shall not exist within the Conservation Easement Area without the approval of the Leon County Growth and Environmental Management.

11.4 Easement for Entry. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for the Association to enter upon any Lot for emergency, security, and safety reasons. Such right may be exercised by any member of the Board, the Association's officers, committee members, agents, employees and managers of the Association, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass. Notwithstanding the foregoing, the easement established by this paragraph shall not exist within the Conservation Easement Area without the approval of the Leon County Growth and Environmental Management.

11.5 Easements for Maintenance and Enforcement.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Development, including each Lot but excluding the interior of any residential dwelling, to (i) perform its maintenance responsibilities under Article 5, and (ii) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

(b) The Association may also enter a Lot, excluding the interior of any residential dwelling, to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys fees, may be assessed against the violator as a Specific Assessment.

(c) Entry under this Section shall not constitute a trespass, and prior notice to the Owner shall not be required except as provided in Section 5.2.

11.6 Easement for Walking Trail Access. Declarant hereby grants to the Owners a perpetual, non-exclusive passive recreation access easement over and across the Conservation Easement Area and any other areas outside the Conservation Easement area designated as "walking trails," "proposed pedestrian trail," "trails" or "paths" as may be established by the Association, including, without limitations, the "Proposed Pedestrian Trail (3,304.28 Feet, 0.46 Acres) described on the exhibit to the

Habitat Management Plan attached as Exhibit "C". Use of the Conservation Easement Area and such walking trails or paths shall be governed by rules and regulations promulgated by the Association, the Habitat Management Plan, and the Leon County Land Development Regulations. Declarant hereby grants to the Owners a perpetual, non-exclusive passive recreation access easement over and across those areas designated on the Plat as "H.O.A. Pedestrian Access and Drainage Easement" for access to and from the Conservation Easement Area.

11.7 Lateral Support. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area, of another Lot for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property. Notwithstanding the foregoing, the easement established by this paragraph shall not exist within the Conservation Easement Area without the approval of the Leon County Growth and Environmental Management.

11.8 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Development, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Development for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.9 Access. Declarant reserves, creates, establishes, promulgates and declares for itself, the Association and any governmental entity which is the beneficiary of the Conservation Easement a non-exclusive, perpetual, reciprocal, appurtenant easement over that certain 30' H.O.A. Pedestrian Access and Drainage Easement as described on the Plat for the accessing the Storm Water Management Facility and the Conservation Easement Area.

11.10 Fence and Landscaping. Declarant reserves, creates, establishes, promulgates and declares for itself and the Association a non-exclusive, perpetual, appurtenant easement over that certain H.O.A. Fence and Landscape Easement (having varying widths) as described on the Plat for the purpose installing, maintaining, repairing a fence and landscaping. Such easement shall include the right to install and maintain irrigation and electricity in the easement area.

11.11 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, the Association, their successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Development, except in cases of willful or wanton misconduct.

ARTICLE 12: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Development. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

ARTICLE 13: DECLARANT'S RIGHTS

13.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2 Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Development such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Development and/or the construction or sale of Lots, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant

and authorized Builders shall have easements over the Development for access, ingress and conducting such activities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Development without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Articles.

13.5 Right of the Declarant to Disapprove Actions. Until two (2) years following the termination of the Class "B" membership, the Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Development, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Declarant in the Governing Documents:

(a) The Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Declarant may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Declarant, acting through any authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Declarant exercises its right to disapprove. This right to disapprove may be used to

block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

13.6 Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules shall be effective without prior notice to and the written consent of the Declarant during the Development Period. This Article may not be amended without the written consent of the Declarant. Except for Section 13.5 above, the rights contained in this Article shall terminate upon the expiration of the Development Period.

ARTICLE 14: GENERAL PROVISIONS

14.1 Duration.

(a) Unless terminated as provided in Section 14.1(b), the provisions of this Declaration shall run with, bind the Development and remain in effect perpetually to the extent permitted by law; provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land for so long as permitted by Florida law. To the extent that Florida law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Florida law, this Declaration may be terminated within the first twenty (20) years after the date of recording by an instrument signed by Owners of at least ninety percent (90%) of the total Lots within the Development, which instrument is recorded in the Public Records; provided however, regardless of the provisions of Florida law, this Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. After twenty (20) years from the date of recording, this Declaration may be terminated only by an instrument signed by Owners owning at least fifty-one percent (51%) of the Lots and constituting at least fifty-one percent (51%) of the total number of Owners, and by the Declarant, if the Declarant owns any portion of the Development. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

14.2 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided

the amendment has no material adverse effect upon any right of any Owner. The failure of an amendment to apply uniformly to all Lots shall not constitute a material adverse effect upon the rights of any Owner.

(b) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Members to correct scrivener's errors and other mistakes of fact, provided that amendments under this provision have no material adverse effect on the rights of the Owners. During the Development Period, any such amendments shall require the written consent of the Declarant.

(c) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(e) Third Party Amendment Approval Requirements. Notwithstanding anything to the contrary set forth above in this Section 14.2, no amendment to or modification of this Declaration which affects any of the provisions included in this Declaration due to Sections 10-7.610 1.(a) – (m) of the Leon County Code shall be effective without the written consent and joinder of the attorney for Leon County, Florida. Additionally, any amendment to this Declaration that alters the surface water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the Northwest Florida Water Management District.

14.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

14.4 Fair Housing Amendments Act. The provisions of the Governing Documents shall be subordinate to the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq., (hereinafter referred to as "FHAA"), and shall be applied so as to comply with the FHAA. In the event that there is a conflict between or among the Governing Documents and the FHAA, the FHAA shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Declaration conflicts with the FHAA, the Board of Directors, without the consent of the Members or of the Declarant, shall have the unilateral right to amend this Declaration for the purpose of bringing this Declaration into compliance with the FHAA.

14.5 Dispute Resolution. Any Owner or occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or occupant files any lawsuit against the Association, the Board, any director, or any agent of the Association. The Owner or occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and to resolve the dispute in an amicable fashion and shall give the Board a reasonable opportunity to address the Owner's or occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) nor more than twenty-one (21) Days from the date of receipt of the notice of hearing by the person requesting the hearing.

14.6 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Members holding eighty percent (80%) of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

14.7 Attorney Fees. In the event any party seeks to enforce its rights and remedies under this Declaration, including without limitation, (i) enforcing the obligations of the Association (or subsequent responsible entity) to collect assessments or maintain streets or other Common Areas or (ii) enforcing the obligation of the Declarant to establish the Association and perform any obligations of the Declarant set forth herein, then the prevailing party shall be awarded all reasonable attorneys fees and expenses incurred in enforcing such rights hereunder.

14.8 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Development, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Development and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Development shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

14.9 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Development. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

14.10 Use of the "Rhoden Hill" Name and Logo. No Person shall use the words "Rhoden Hill" or the logo for "Rhoden Hill" or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Rhoden Hill" in printed or promotional matter where such terms are used solely to specify that particular property is located within Rhoden Hill, and the Association and any other community association located in Rhoden Hill, the Declarant.

14.11 Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association, the Declarant, or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

14.12 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least seven (7) Days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. After the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

14.13 Exhibits. Exhibit "A" is attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 14.2.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 29th day of April, 2016.

DECLARANT:

Rhoden Cove Road, Inc.,
a Georgia corporation

By: *James Lloyd Rhoden, III* (SEAL)
James Lloyd Rhoden, III, its President

Signed, sealed and delivered in the presence of the following witnesses:

Tabitha Douglas
Signature of Witness

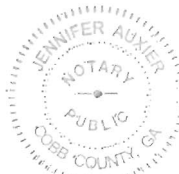
Tabitha Douglas
Printed Name of Witness

Kelly Polk
Signature of Witness

Kelly Polk
Printed Name of Witness

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 29 day of April, 2016, by James Lloyd Rhoden, III, as President of Rhoden Cove Road, Inc. He is personally known to me or has produced Drivers License as identification.



(Notary Seal)

JENNIFER AUXIER
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 5, 2019

Jennifer Auxier
NOTARY PUBLIC, STATE OF Georgia
My Commission Expires: 1/5/2019

CONSENT OF LENDER

Fidelity Bank ("Lender"), beneficiary under a Real Estate Mortgage, Assignment Security Agreement dated October 30, 2015, and recorded on November 10, 2015 in the Public Records at Book 4864, Page 320 (as amended from time to time, the "Mortgage"), for itself and its successors and assigns, approves the foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rhoden (the "Declaration"). Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Mortgages and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Mortgage will not render void or otherwise impair the validity of the Declaration.

Executed this 18th day of April, 2016.

Signed, sealed and delivered in the presence of the following witnesses:

Tammy Simmons
Signature of Witness
Tammy Simmons
Printed Name of Witness

[Signature]
Signature of Witness
DEBORAH D BARBER
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF DUVAL

LENDER:

FIDELITY BANK

By: [Signature] (SEAL)
Name: Ross McWilliams
Its: Service President

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by Ross McWilliams, as Sr. Vice Pres. of Fidelity Bank. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF _____
My Commission Expires: _____

(Notary Seal)



Exhibit "A"

LEGAL DESCRIPTION:

A portion of the lands described in O.R. Book 880, page 2063 of the public records of Leon County, Florida, lying in Section 1, Township 1 North, Range 1 West, Leon County, Florida, being more particularly described by survey as follows:

COMMENCE at the Northeast corner of said Section 1; thence South along the East line of said Section 1 1320.0 feet; thence West, 958.40 feet; thence South, 999.50 feet to the Southerly Right-of-Way boundary of Rhoden Cove Road (60 foot Right-of-Way; thence West along said Southerly Right-of-Way boundary, 1994.65 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said Southerly Right-of-Way boundary, run S 01° 14' 06" E along the Easterly boundary of said lands described in O.R. Book 880, page 2063, 1562.77 feet to the approximate shore line of Lake Jackson and the Southerly boundary of said lands; thence along said shore line and said Southerly boundary the following sixteen courses: N 75° 02' 33" W, 62.49 feet; thence N 77° 27' 02" W, 32.58 feet; thence N 85° 42' 06" W, 68.83 feet; thence S 80° 22' 49" W, 91.35 feet; thence S 18° 04' 40" W, 60.03 feet; thence S 26° 50' 44" W, 111.53 feet; thence S 42° 56' 42" E, 83.42 feet; thence S 15° 24' 22" E, 116.46 feet; thence S 61° 34' 16" W, 91.66 feet; thence S 73° 44' 13" W, 40.31 feet; thence N 83° 30' 32" W, 103.85 feet; thence S 75° 18' 54" W, 38.52 feet; thence S 55° 08' 29" W, 88.06 feet; thence S 78° 08' 49" W, 120.24 feet; thence S 88° 54' 13" W, 59.13 feet; thence S 35° 21' 01" W, 32.24 feet to the Southwest corner of said lands; thence N 01° 14' 03" W along the Westerly boundary of said lands, 2056.68 feet ; thence N 89° 38' 40" E, 314.03 feet to said Southerly Right-of-Way boundary of Rhoden Cove Road and a point lying on a curve concave Northeasterly having a radius of 1119.30 feet; thence Southeasterly along said curve and said Southerly Right-of-Way boundary through a central angle of 12° 54' 47" for an arc length of 252.26 feet (Chord: S 84° 09' 54" E, 251.73 feet); thence N 89° 25' 23" E along said Southerly Right-of-Way boundary, 205.73 feet to the POINT OF BEGINNING.

Containing 32.20 acres, more or less.

Parcel Tax ID # 21-01-20-203-0000

Exhibit "B"

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT

1 1N 1W 3.34 A IN NW 1/4 OF SE
1/4 & IN NE 1/4 OF SW 1/4 LOT 1
OF A 3 LOT LP OR 880/2061 1326/1328
1534/236 OR 1823/317 3267/554(LP)

Containing 3.34 acres, more or less.

Parcel Tax ID # 21-01-20-016-0010

Exhibit "C"

(See Attached)

RHODEN COVE ROAD, INC
RHODEN HILL DEVELOPMENT
HABITAT MANAGEMENT PLAN
LEON COUNTY, FLORIDA

March 7, 2016

Prepared For:

Mr. James Rhoden, III
Rhoden Cove Road, Inc
1985 North Park Place
Atlanta, GA 30339

Submitted To:

Leon County Growth and Environmental Management
435 North Macomb Street, 2nd Floor
Tallahassee, FL 32301

Prepared By:

Florida Environmental & Land Services, Inc
221-4 Delta Ct
Tallahassee, FL 32303
(850)385-6255

1.0 INTRODUCTION

The property is proposed for development as Rhoden Hill Development, a 16 lot subdivision over a 32.2 acre parcel located on the south side of the western end of Rhoden Cove Road. The Leon County parcel identification number for the parent parcel is 2101202030000. The permit number is LEM1000017 issued on August 9, 2010. A previous management plan dated February 9, 2010, was approved and recorded in the public records of Leon County, Florida on May 17, 2010 (Book 4116, Page 929). A meeting with Leon County staff and Florida Environmental & Land Services, Inc (FELSI) was held in December 2015 to discuss the approved plan and propose some changes. This is the modified plan that will supersede the previously recorded plan.

2.0 PURPOSE AND GOALS

A conservation easement has been placed over 19.81 acres described in the Conservation Easement granted to Leon County and dated July 27, 2010. The easement will serve to protect the natural communities and their processes. As part of the property management, the desired future condition of the plan shall be to manage the lands to enable the natural communities to reestablish and achieve less than 1% cover of invasive exotic plants.

3.0 SITE DESCRIPTION-EXISTING CONDITIONS

The site conditions at the time of permitting include upland communities as described below using the Florida Land Use, Cover and Forms Classification System (FLUCCS). The community types include Mixed Hardwoods (FLUCCS 438) and Disturbed Lands (FLUCCS 740).

Mixed Hardwoods (FLUCCS 438-4.52 acres) (Description taken directly from February 9, 2010 report, prepared by Entrix)

This vegetative community is located in the northwestern corner and along the northern fence line of the parcel. Recent harvest of select timber is evident also though the majority of canopy trees remain. The canopy is typified by mature mockernut hickory (*Carya alba*), white oak (*Quercus alba*), laurel oak (*Q. hemisphaerica*), live oak (*Q. virginiana*), and loblolly pine (*Pinus taeda*). The understory varied from dense stands of yaupon (*Ilex vomitoria*), briars (*Smilax* sp.), and blackberry (*Rubus* spp) to being fairly open. Due to recent selective timber harvest the spacing of canopy trees throughout has allowed ample light penetration for understory and herbaceous vegetative growth. Additional observed understory/shrubby vegetation included American holly (*I. opaca*), American beautyberry (*Callicarpa americana*), and runner oaks (*Q. minima/pumila*). Herbaceous vegetation observed included withcgrass (*Dicanthelium* spp), dogfennel (*Eupatorium callipifolium*), yellow Jessamine (*Gelsemium sempervirens*), ragweed (*Ambrosia* spp), St. Johns wort (*Hypericum hypericoides*), yellow woodsorrel (*Oxalis stricta*), and bracken fern (*Pteridium aquilinum*).

Disturbed Lands (FLUCCS 740-27.68 acres) (Description taken directly from February 9, 2010 report, prepared by Entrix)

This designation includes recently clear-cut pine plantation on the southern half and selectively harvested older pines, portions of which appear to have been root raked, on the northern half of the property. Several large hardwoods still persist on the northern half of the parcel. Shrub and herbaceous vegetation observed is comprised primarily of early successional weedy species and recruits from the previously present vegetative community types.

4.0 PROPOSED NATURAL COMMUNITIES

Prairie/Pine-Mesic Oak Hammock (FLUCCS 310/414-13.77 acres)

The canopy species within this community type include longleaf, slash or loblolly pines and a variety of mesic hardwood species such as live oak, southern red oak, water oak, and laurel oak. Other species are also frequent including dogwood, sweetgum and hickories. This community type includes the 310-Dry Prairie designation because the density of the canopy species is expected to be low, leaving ample light for grasses and shrub species including wax myrtle, saw palmetto, blackberry and broomsedge. Pasture grasses such as bahia and centipede may also be found within these areas.

Pine Flatwoods (FLUCCS 411-5.98 acres)

Within the areas designated as pine flatwoods, canopy species may include slash pine and longleaf pine. Historically this community type was fire dependent, however the management of these areas using fire is unlikely in this development. Oak species are also common within this community type.

5.0 MANAGEMENT PLAN

Planting and Vegetation Management

In order to restore a more natural community, supplemental planting will occur within the conservation easement area. The following planting schedule will be followed. The trees will be spaced throughout the conservation easement area. Spacing may be random or clustered. In no case will the trees be planted closer than 20' spacing from the drip line of any tree for pines and 30' for oaks. All existing hardwood trees will be allowed to remain and shall not be disturbed.

Scientific Name	Common Name	FLUCCS Community	Size	Quantity
<i>Pinus palustris</i>	Longleaf pine	310/414 & 411	1 gallon	417
<i>Quercus virginiana</i>	Live oak	310/414	3 gallon	12

The understory within the conservation easement area will be maintained in perpetuity through periodic brush hog mowing. During the newly installed tree establishment period, care will be taken to avoid damage to the trees during maintenance. The trees will be staked and mowing will not encroach within a minimum 5' radius of the tree. The objective is to encourage grassy species to recruit and discourage the growth of oaks and other similar woody species. Recruitment of longleaf pines and occasional hardwoods

should be encouraged, when consistent with the target community type.. The goal is to create a prairie community with a pine/oak open canopy. Because of the current condition of the area as cleared with sporadic canopy species, the proposed community type will take time to establish (possibly 5-10 years). Mowing will occur every 2-4 years with the mower blade not set any lower than ten inches from the natural ground. Alternatively, burning can be used to control the young oaks and encourage the growth of grasses. Burning should not be implemented more than one time per year. No active management of the existing oak and pine canopy is specified other than the allowance for removal of diseased trees, damaged trees deemed to be unsafe and exotic species removal.

Invasive exotic species observed within the conservation area include Chinese tallow (*Sapium sebiferum*). The coverage is less than 1%. Invasive exotic species will be removed manually by cutting, spraying, pulling and uprooting to reduce impacts to the surrounding vegetation. Application of herbicides and methods may vary depending on the size and species of plant being treated. Treatment applications may include foliar spraying, stump treatment and/or basal applications. Any herbicide application that may be used will be verified that they are not harmful to wetland communities. Inspections will be made to assess the percent cover of exotic species recruitment. Reports will be submitted to Leon County Department of Development Support and Environmental Management every three years, once the management goal of less than 1% coverage by exotic species (which include Leon County's List of Invasive Exotic Plants and may also include other species recognized on state or federal lists), is met. The first report will be submitted in year one summarizing the planting and exotic species management completed.

Trail Establishment and Maintenance

Recreational trails may be established within CE lands. Trails will include construction of established and maintained routes or simple footpaths not to exceed 3,305 linear feet. Constructed trails will be ≤ 6 feet wide. Installation activities will include mowing and brush/debris removal within trail limits. Trail limits may be covered with mulch such as wood chips or other natural material to aid in trail identification and retard vegetative growth. Re-application of these materials may occur as needed. Additional trail maintenance may require removal of fallen branches or trees. All trail maintenance activities will be restricted to the defined trail limits.

Footpath trails will require minimal installation effort and limited maintenance activities. Installation activities may require mowing a path for initial trail identification and minor clearing of brush. Foot traffic is anticipated to sufficiently maintain footpath trails. Subsequent mowing of footpaths may be required following extended periods of light foot traffic. Minor directional or informational signs may be erected to aid users.

Use Parameters

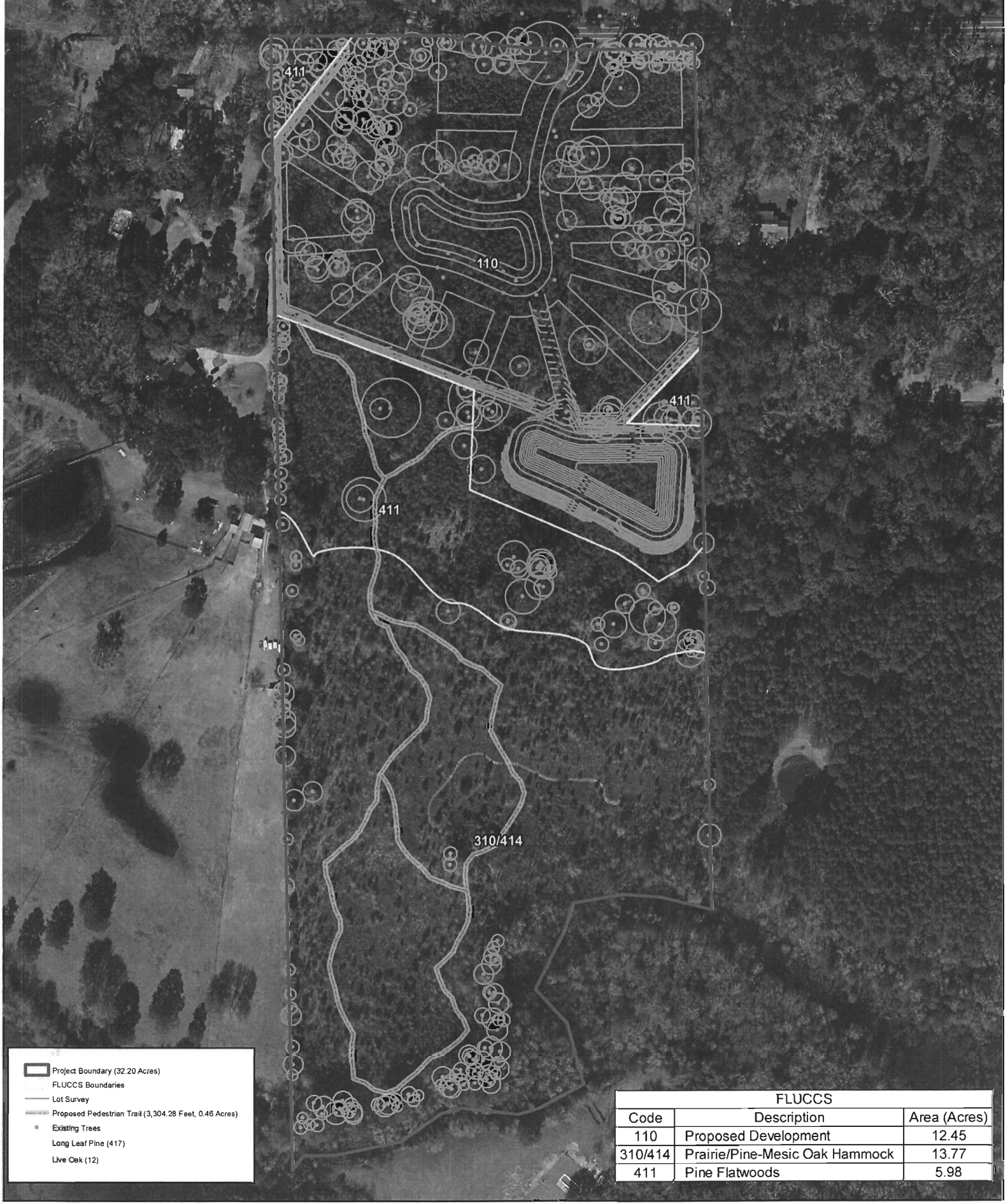
The use of the Conservation Easement Area shall be limited to members in good standing of the Rhoden Hill Subdivision Homeowner's Association, Inc and their invited guests in accordance with the terms of the Conservation Easement and the Declaration of Covenants, Conditions, and Restrictions for Rhoden Hill. Such use shall be limited to

passive recreation as defined in the Leon County, Florida Code of Laws. The Association shall also be authorized to install a fence along the boundary of the easement area so long as such fence remains outside of the 100 year floodplain. In addition to passive recreational activities, all activities necessary for the implementation of this approved HPMP shall be permitted. Such activities shall include but not be limited to:

- Supplemental planting of native species as previously outlined in this document;
- Periodic non-native, nuisance species control in accordance with the methodology previously outlined in this document;
- Removal of fallen trees/dead limbs;
- Periodic mowing and burning as previously outlined in this document; and,
- Installation and maintenance of recreational trails as previously outlined in this document.

Costs:

The management will not exceed \$6,000.00 during the first year and 3,000.00 for subsequent years.



- Project Boundary (32.20 Acres)
- FLUCCS Boundaries
- Lot Survey
- Proposed Pedestrian Trail (3,304.28 Feet, 0.46 Acres)
- Existing Trees
- Long Leaf Pine (417)
- Live Oak (12)

FLUCCS		
Code	Description	Area (Acres)
110	Proposed Development	12.45
310/414	Prairie/Pine-Mesic Oak Hammock	13.77
411	Pine Flatwoods	5.98

FLORIDA ENVIRONMENTAL AND LAND SERVICES, INC.
 221-4 DELTA COURT
 TALLAHASSEE, FL 32303
 (850) 385-6255 (850) 385-6355 (FAX)

PROJECT:
Rhoden Hill Subdivision
 LEON COUNTY, FLORIDA

TITLE:
Proposed Conditions

DATE:	BY:	CHECK:	FELS/PROJECT #
FEB-15-2016	KE	EP	15-1269

