

Prepared by & return to:
Kyle L. Shaw, Esq.
Manausa, Shaw & Minacci, P.A.
1701 Hermitage Boulevard, Suite 100
Tallahassee, FL 32308

**DECLARATION AND COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WESLEY PARK SUBDIVISION**

THIS DECLARATION is made and executed on this 30th day of March 2023, by
Shadeville of Wakulla County, LLC, hereinafter referred to as the Declarant.

WITNESSETH:

WHEREAS, Declarant is the record fee simple title owner of real property in
Wakulla County, Florida, which is more particularly described on the attached Exhibit "A"
(the "Property"); and

WHEREAS, the Property is being developed, in phases, as a residential
community; and

WHEREAS, These covenants rescind and replace any prior restrictive covenants
placed on the Property.

NOW, THEREFORE, incorporating the foregoing, Declarant does hereby declare
that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt
with subject to the protective covenants, conditions, restrictions, reservations,
easements, liens and charges as hereinafter set forth, all of which are for the purpose of
enhancing and protecting the value, desirability and plan of development for the same.
Said covenants, conditions, restrictions, reservations, easements, liens and charges shall
run with the Property, and shall be binding upon all parties having and/or acquiring any
right, title or interest in said property or any portion thereof, and shall inure to the benefit
of each and every person or party, from time to time, owning or holding an interest in said
Property.

ARTICLE I—Definitions

(a) "Association" shall mean the Wesley Park Homeowners Association, Inc. a Florida corporation not for profit, its successors and assigns.

(b) "Builder" shall mean any person or entity that purchases more than one Lot for the purpose of constructing Homes on such Lots for sale to third-party purchasers, which shall specifically include D.R. Horton, Inc., a Delaware corporation.

(c) "Common Area" shall mean all real property (including the improvements thereto) owned or dedicated to the Association for the common use and enjoyment of the respective Owners. The Common Area shall consist of the real property described in this Declaration and any areas depicted on the on the Plat (as defined below) as Common Area. The Association shall have the right to transfer to any governmental body at any time, all interest in all or part of the Common Areas, including roadways and access ways, after first obtaining approval at a meeting of the Association by seventy-five percent (75%) favorable vote of each class member.

(d) "Declarant" is Shadeville of Wakulla County, LLC, its successors and assigns.

(e) "Easement" shall refer to particular use rights on, over or through the land depicted on the Plat (as defined below) as an Easement.

(f) "Home" shall mean a single-family dwelling constructed upon and including a Lot and for which a certificate of occupancy has been issued.

(g) "Lot" shall mean any lot shown on the Plat (as defined below).

(h) "Member" shall mean a member of the Association as defined in Article III herein below.

(i) "Operating Expense" shall mean and refer to the actual and estimated expense of operating the Association, including but not limited to, salaries and management fees,

professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Areas. Operating Expenses shall not include reserves.

(j) "Owner" shall mean any record owner of a fee interest or individual fee interest in a Lot, whether one or more persons or entities, including contract sellers, but excluding any person or entity having an interest in a Lot, whether one or more persons or entities, including contract sellers, as security for the performance of an obligation.

(k) "Plat" shall mean the plat for Wesley Park Subdivision Phase I, recorded in the public records of Wakulla County, Florida at Plat Book 6, Pages 49-54, and additional plat or plats for real property hereafter recorded in connection with the annexation of such real property by a Supplemental Declaration.

(l) "Property" shall mean that certain real property described in Exhibit "A" attached hereto and any additions hereto which may hereafter be brought within the jurisdiction of the Association.

(m) “Supplemental Declaration” shall mean and refer to an instrument filed in the Public Records of Wakulla County which subjects additional property to this Declaration, as described in such instrument.

(n) “Turnover” shall mean termination of the Class B Membership and transfer of operation of the Association by the Declarant, or successor Declarant, to Class A Members.

ARTICLE II—Membership

Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a member of the Association. Membership shall be appurtenant to and not severable from ownership of any Lot which is subject to the Declaration. Membership shall terminate immediately upon the transfer of all member's fee interest(s) or undivided fee interest(s) in any Lot(s) subject to the Declaration. The Association shall not issue any certificates of membership.

ARTICLE III—Voting Rights

(a) The Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. If two or more Members own a fee interest in any Lot then their vote shall be exercised as they so determine, but in no event shall more than one (1) vote be cast with respect to any Lot. .

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Declarant shall be entitled to three votes for each Lot owned by Declarant. The Declarant's Class B membership shall be converted to Class A membership. Class B membership shall cease and be converted to Class A membership and there shall be Turnover on the happening of any of the following events, whichever occurs earlier:

- (i) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment;
- (ii) Thirty (30) days after Declarant elects to terminate the Class B Membership;
or
- (iii) As otherwise required by applicable law.

ARTICLE IV—COVENANTS FOR ASSESSMENTS

(a) The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments for Operating Expenses and special assessments for capital improvements. The assessments are to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on an Owner's Lot and shall be a continuing lien upon the Lot against which each such lot assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due and otherwise in accordance with Chapter 720, Florida Statutes upon acquisition of title to the Lot.. Each Owner shall be jointly and severally responsible with the previous Owner for all assessments due to the Association prior to the transfer of title without prejudice to any right the present Owner may have to

recover any amounts paid by the present Owner from the previous Owner.

(b) The assessments levied by the Association shall be used for the management and operation of the Association and to promote the recreation and welfare of the Owners and for the improvement and maintenance of the Common Areas, Easement areas, and front entrance landscaping and/or signage.

(c) The annual assessment for each Lot is \$150.00 per year and shall be collected in January of each year. The annual assessment shall be prorated and collected for a Lot at closing as appropriate. The amount of the annual assessment shall not increase more than 115% above the prior year's annual assessment without approval a majority vote by members who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any maintenance, construction, reconstruction, repair or replacement of an improvement upon the Easement Areas, excluding the roadways and drainage ponds, including fixtures and personal property related thereto, provided that any such special assessment must have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present. Once approved by the Members, a special assessment shall be collected in the manner determined by the Board of Directors. A special assessment must be fixed at a uniform rate for all Lots.

(e) Written notice of any meeting called for the purpose of taking any actions

authorized under Article V, paragraph (d) hereinabove shall be mailed or delivered to all Members not less than 30 days or more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of the Members shall constitute a quorum.

(f) In the event an owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, through the Board of Directors and after approval by majority vote of the Board of Directors, shall have the right, through agents or contractors or otherwise, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of any building and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

(g) There shall be an administrative late fee not to exceed the greater of \$25 or 5% of the amount of each installment that is past due for any assessment not paid within 30 days after the due date. The due date shall be specified in an invoice sent by the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally for non-payment of the assessment, or it may foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of a Lot.

(h) Prior to Turnover, Declarant is not obligated to pay assessments on any Lot it owns, so long as Declarant deficit funds any shortfall in the operating budget.

ARTICLE V—Architectural Control

(a) No Owner shall erect or maintain any building, fence, light post, wall, or other structure, nor commence or make any exterior addition to or alteration of the shape, color or appearance of the exterior of existing improvements, nor make any material alteration, addition or deletion to the landscaping of any Lot, unless and until the plans and specifications showing the nature, kind, shape, height, materials, color, location and all other details shall have been submitted to and approved in writing by an Architectural Control Committee of the Board of Directors as to the quality of materials, harmony of external design and color, and the location in relation to surrounding structures and topography. The Architectural Control Committee must also approve the site plan for each dwelling or improvement with respect to its proximity to dwellings or improvements on adjacent Lots and the effect it will have on the privacy of adjacent Lot Owners. Except with respect to the minimum requirements set forth in Article V, paragraph (c) herein below, if the Architectural Control Committee fails to take action on a full and complete submission of Owner's plans and specifications within thirty (30) days after its receipt of same, its approval will not be required.

(b) The Declarant, or its designee, shall comprise the Architectural Control Committee until Turnover. Said Turnover shall not occur prior to the final phase (as discussed below) being annexed into the Association unless Declarant elects to effectuate the Turnover prior thereto.

(c) The minimum building and architectural control requirements applicable to the property are as follows:

(1) The minimum size of a Home constructed on a Lot shall be one thousand one hundred (1,100) heated square feet. Porches, garages, and deck areas, even

if heated, shall not be included in this minimum square footage requirement. In the event a structure contains more than one story, the ground floor must contain not less than one thousand (1,000) heated square feet.

(2) No building or other structure of any type constructed on a Lot shall exceed two (2) stories in height.

(3) Each single family detached Home shall have an enclosed garage capable of accommodating two automobiles. Garage doors shall be kept closed except when exiting and entering. Motor vehicles shall not be parked on unpaved front yard portions of the parcel. Parking on the street is prohibited with the exception of short term guest parking.

(4) All fences must be approved by the Architectural Control Committee.

(5) Each residential dwelling shall be connected to an underground utility system, the cost of which is to be borne by the Owner.

(6) All residential dwellings shall have a front elevation which architectural detail is consistent with other dwellings located on the Property.

(7) All shingles must be approved by the Architectural Control Committee, including color and type.

(8) Landscaping consistent with other Lots located on the Property is required with respect to each new Home.

(9) All disturbed areas of land between the front of a residential dwelling and the road shall be sodded in an uninterrupted pattern or mulched in a controlled manner. All other disturbed land areas on each Lot must at least be seeded and/or mulched in such a way that erosion and sediment runoff is controlled.

(10) All structures erected on a lot shall comply with all applicable building codes.

(11) All satellite dishes must be installed in the back yard of the homes unless an alternate location is submitted to and approved by the Architectural Control Committee.

(12) Each Home shall have a driveway of appropriate dimensions which shall be constructed of concrete.

(13) No window air conditioning units shall be permitted.

(14) No building or accessory structure shall be erected within twenty five (25) feet of the front Lot line, fifteen (15) feet of the rear Lot line, within five (5) feet of each side Lot line not adjacent to a roadway, and twenty (20) feet from a side Lot line adjacent to a roadway.

ARTICLE VI—Land Use Restrictions

(a) No Home, Lot, or any part thereof may be subdivided. No Home shall be occupied or used except for residential purposes, except that home offices incidental to residential purposes are permitted, and except further that the Declarant and its successors or assigns may use Homes as model homesites and for display and sales offices. All residential dwellings must be single-family detached Homes.

(b) No noxious or offensive activities shall be carried on, in, upon or around any Home or in or upon any Common Area or Easement, nor shall anything be done thereon which may be or may become any annoyance or a nuisance to other Owners.

(c) No structure of a temporary character, trailer, shack, barn or other out building

shall be erected or used on any Lot at any time, either temporarily or permanently unless approved by the Architectural Control Committee, provided, however, Declarant may maintain offices or storage facilities during the construction and sales periods. Likewise, a Builder may maintain a temporary storage facility to store the Builder's materials during construction.

(d) No sign or billboard of any kind shall be displayed to the public view on any Lot except one (1) sign of customary and reasonable dimension advertising the Home for sale or rent or except signs used by Declarant, its successors or assigns, or Builders, to advertise the Property during the construction and sales periods.

(e) All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All trash and garbage shall be kept in sanitary closed containers.

(f) No Owner may construct or use and operate an external radio or television antenna without the prior written consent of the Architectural Control Committee.

(g) No disabled vehicle shall be parked or stored on any of Common Area or road, nor parked or stored on any Lot except in a garage. No boat, trailer, camper, or recreational vehicle shall be parked or stored on any of the Easement areas nor parked or stored on any Lot except in a garage or at a location behind the residence. However, in no event shall vehicles be visible from a street which runs adjacent to the property.

(h) Household pets such as dogs or cats are permitted but shall not be kept, maintained, bred, or raised for commercial purposes.

(i) The Property Owners shall have the right to lease their houses for a period not less than six (6) months provided that the lease is expressly made subject to the

covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation and Bylaws of the Association. A copy of any lease shall be provided to the Association prior to commencement of the lease term.

(j) No Basketball goals shall be permitted to be attached to any part of the dwelling. Temporary basketball goals with wheels are permitted only while being used. When not in use basketball goals are required to be stored on the side of the home or in the garage. Permanent Basketball goals will not be permitted.

(k) Security. The Association may, but shall not be obligated to, maintain or support certain activities within the community designed to make the Common Property safer than it otherwise might be. Neither the Association, Builder, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the community, 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 fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Common Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of their Homes that the Association, its Board of Directors and committees, Builder, Declarant, and any successor Declarant are not insurers and that each Person using the Common Property assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes, resulting from acts of third parties.

ARTICLE VII—Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and may levy fines for violations in accordance with Chapter 720, Florida Statutes. Failure by the Association or by any Owner to enforce any covenants, restriction, condition, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so.

Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within Wakulla county. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

ARTICLE VIII—Duration and Amendment

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, or if required by the law then in effect, this Declaration may be preserved and/or otherwise extended for successive terms in accordance with Florida Statutes, Chapters

720 and 712, as amended from time to time. This Declaration may be amended at any time with consent and approval of not less than two-thirds (2/3) of the Owners. For the purposes of amendment of this Declaration, co-owners of a Lot shall be considered as one owner. To become effective, an amendment must be recorded. However, the Declarant reserves and shall have the sole right: (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract of deed, subsequent Declaration of Covenants and Restrictions, or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; and (c) to grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances shall not materially injure any of the property or improvements of an adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applies to any other person or real property.

ARTICLE IX—Expansion of the Community

(a) Declarant may from time to time, subject to this Declaration all or any portion of the property described in Exhibit “B” by a recorded Supplemental Declaration which describes the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any person except the Declarant and the owner of such property, if other than Declarant. Declarant’s right to annex property pursuant to this Section expires when all property described in Exhibit “B” has been

subjected to this Declaration or twenty-five (25) years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right to any person who is the developer or Builder owning the property to be annexed within that described in Exhibit "B." Any such transfer shall be memorialized in a recorded instrument executed by Declarant or Declarant's successor. Nothing in this Declaration shall require Declarant or any successor to subject additional property to this Declaration or to develop any other property described in Exhibit "B" in any manner whatsoever.

(b) By Supplemental Declaration, Declarant may impose additional covenants and easements on portions of the Property, including covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Assessments.

(c) Unless otherwise specified, a Supplemental Declaration shall be effective upon the recording of the Supplemental Declaration in the public records of Wakulla County. The Lots subjected to this Declaration by Supplemental Declaration shall have the voting rights set forth in Article III herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the date and year first above written.

Signed, sealed and delivered

in the presence of:

SHADEVILLE OF WAKULLA
COUNTY, LLC

M. Gandy
Signature

[Signature]
By: Robert R. Parrish, Jr.
Its: Manager

Michaela Gandy
Printed Name

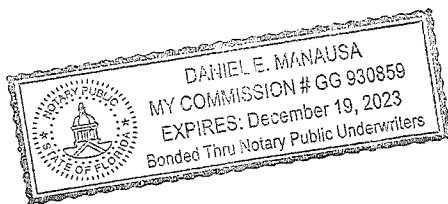
[Signature]
Signature

Daniel E. Manausa
Printed Name

STATE OF FLORIDA
COUNTY OF LEON

Robert R. Parrish, Jr., Manager of Shadeville of Wakulla County, LLC known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: personally known and that an oath was/ was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of March 2023.



[Signature]
NOTARY PUBLIC

Exhibit "A"

WESLEY PARK SUBDIVISION PHASE I

Commence at a found 1" iron bar marking the Southeast corner of Lot 73 of the Hartsfield Survey of Lands in Wakulla County, Florida; thence run along the Southerly monumented boundary line of Lot 73 of said Hartsfield survey of lands as follows: South 72 degrees 17 minutes 19 seconds West 1021.79 feet to a concrete monument; thence run South 72 degrees 17 minutes 50 seconds West 695.21 feet to the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING continue along said Southerly monumented boundary line South 72 degrees 17 minutes 50 seconds West 325.95 feet to a 4x4 concrete monument marking the Southwest corner of the Southeast quarter, of said Lot 73 said point also marking the Southeast corner of the Southwest quarter of said Lot 73; thence continue along said Southerly monumented boundary line also being the Northerly boundary line of property described in Official Records Book 122, Page 481, in the Public Records of Wakulla County, Florida., South 72 degrees 14 minutes 19 seconds West 200.72 feet to a concrete monument; thence leaving said Southerly monumented boundary line and said Northerly boundary line run along the Westerly boundary lines of properties as described in Official Records Book 122, Page 481, Official Records Book 47, Page 374, and Official Records Book 448, Page 591, all in the Public Records of Wakulla County, Florida as follows: South 18 degrees 27 minutes 18 seconds East 243.04 feet to a concrete monument; thence run South 17 degrees 49 minutes 14 seconds East 238.58 feet to a Rail Road iron; thence run South 18 degrees 01 minutes 55 seconds East 241.01 feet to a Rail Road iron lying on the Northerly right of way line of a 66' wide right of way known as Shadeville Road; thence leaving said Westerly boundary lines run along said Northerly right of way line South 70 degrees 56 minutes 25 seconds West 199.27 feet to an iron bar lying on the Easterly boundary line of property as described in Official Records Book 1067, Page 861, in the Public Records of Wakulla County, Florida; thence leaving said Northerly right of way line run along said Easterly boundary line North 18 degrees 03 minutes 34 seconds West 727.33 feet to a concrete monument lying on the Southerly Boundary line of Block "A" of Ameliawood, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 6, in the Public Records of Wakulla County Florida; thence run along the Southerly and Easterly monumented boundary lines of Block "A" of said Ameliawood as follows: North 72 degrees 19 minutes 42 seconds East 141.10 feet to a concrete monument; thence run North 17 degrees 20 minutes 03 seconds West 139.75 feet to a concrete monument; thence run North 17 degrees 18 minutes 36 seconds West 163.14 feet to a concrete monument; thence run North 17 degrees 15 minutes 45 seconds West 99.99 feet to a concrete monument; thence run North 17 degrees 20 minutes 53 seconds West 100.03 feet to a concrete monument; thence run North 17 degrees 17 minutes 17 seconds West 99.98 feet to a concrete monument; thence run North 17 degrees 16 minutes 45 seconds West 99.99 feet to a concrete monument; thence run North 17 degrees 16 minutes 48 seconds West 100.04 feet to a concrete monument; thence run North 17 degrees 16 minutes 33 seconds West 100.06 feet to a concrete monument marking the Northeast corner of Block "A" of said Ameliawood said point also being the Southeast corner of Block "A" of Ameliawood Unit #2, a subdivision as per map or plat thereof Recorded in Plat Book 2, Page 26, in the Public Records of Wakulla County, Florida; thence run along the Easterly monumented boundary line of said Ameliawood Unit #2, as follows: North 17 degrees 19 minutes 09 seconds West 103.29 feet to a concrete monument; thence run North 17 degrees 13 minutes 49 seconds West 151.53 feet to a concrete monument; thence run North 17 degrees 15 minutes 33 seconds West 139.00 feet to a concrete monument; thence run North 17 degrees 24 minutes 01 seconds West 51.20 feet to a re-bar; thence leaving said Easterly monumented boundary line run North 17 degrees 13 minutes 07 seconds West 643.06 feet to a concrete monument; thence run North 17 degrees 13 minutes 07 seconds West 9.51 feet to a re-bar lying on the Southerly boundary line of Block "B" of Highland Place, a subdivision as per map or plat thereof Recorded in Plat Book 3, Page 38, in the Public Records of Wakulla County, Florida; thence run along the Southerly monumented boundary line of Block "B" of said Highland Place, North 72 degrees 19 minutes 07 seconds East 264.17 feet to

a concrete monument marking the Southwest corner of The Hammocks Phase 1, a Subdivision as per map or plat thereof Recorded in Plat Book 4, Page 44 in the Public Records of Wakulla County, Florida; thence run along the Southerly monumented boundary lines of The Hammocks Phase 1, and The Hammocks Phase 2, a subdivision as per map or plat thereof Recorded in Plat Book 6, Page 26 in the Public Records of Wakulla County, Florida., as follows: North 73 degrees 01 minutes 21 seconds East 189.69 feet to a rod and cap; thence run North 73 degrees 01 minutes 00 seconds East 132.53 feet to a rod and cap; thence run North 73 degrees 03 minutes 18 seconds East 328.89 feet to a re-bar; thence run North 72 degrees 46 minutes 21 seconds East 148.43 feet to a rod and cap; thence run North 73 degrees 06 minutes 57 seconds East 110.29 feet; thence run North 73 degrees 00 minutes 02 seconds East 117.17 feet to a rod and cap; thence run North 73 degrees 00 minutes 16 seconds East 981.74 feet to a concrete monument; thence leaving said Southerly monumented boundary line of The Hammock Phase 2, run South 18 degrees 04 minutes 35 seconds East 328.97 feet to a re-bar; thence run South 72 degrees 01 minutes 32 seconds West 35.01 feet; thence run South 18 degrees 07 minutes 49 seconds East 187.43 feet; thence run South 72 degrees 14 minutes 14 seconds West 525.01 feet; thence run South 18 degrees 07 minutes 49 seconds East 135.00 feet; thence run South 72 degrees 14 minutes 14 seconds West 1523.81 feet; thence run South 16 degrees 59 minutes 55 seconds East 1007.44 feet to a point of curve to the left having a radius of 470.00 feet; thence run Southeasterly along the arc through a central angle of 04 degrees 54 minutes 07 seconds for a distance of 40.21 feet, chord of said arc being South 19 degrees 26 minutes 59 seconds East 40.20 feet; thence run South 21 degrees 54 minutes 03 seconds East 77.63 feet; thence run North 72 degrees 18 minutes 57 seconds East 43.50 feet; thence run South 17 degrees 41 minutes 03 seconds East 60.00 feet; thence run North 72 degrees 18 minutes 57 seconds East 339.25 feet; thence run South 17 degrees 00 minutes 36 seconds East 136.60 feet to the POINT OF BEGINNING.

This instrument prepared by:
HAND ARENDALL HARRISON SALE LLC
35008 Emerald Coast Parkway, Suite 500
Destin, Florida 32541

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR WESLEY PARK SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESLEY PARK SUBDIVISION (“**First Amendment**”) is made by Shadeville of Wakulla County, LLC, a Florida limited liability company whose address is 4004 Norton Lane, #202, Tallahassee, FL 32308 (“**Declarant**”), joined by Wesley Park Homeowners Association, Inc., a Florida not for profit corporation, whose address is 4004 Norton Lane, #202 Tallahassee, Florida 32308 (“**Association**”) and D.R. Horton, Inc., a Delaware corporation, whose address is 3606 Maclay Blvd., Suite 204, Tallahassee, Florida 32312 (“**Horton**”).

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Wesley Park Subdivision (the “Declaration”) was recorded on March 31, 2023, in Book 1306, Page 389 of the Public Records of Wakulla County, Florida, encumbering the real property described in Exhibit “A” thereto (“Property”); and

WHEREAS, pursuant to Article VIII of the Declaration, Declarant has the right to amend the Declaration as Declarant and with the consent and joinder of Horton, together the owners of all Lots within the Property;

WHEREAS, Horton is the Owner of those Lots within the Property more particularly described on **Exhibit 1** attached hereto (collectively, the “**Withdrawn Horton Lots**”); and

WHEREAS, Declarant, with the consent and joinder of the Association and Horton, wishes to withdraw from the terms and conditions of the Declaration the Withdrawn Horton Lots and to otherwise amend the Declaration in relation to such withdrawal of property.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Capitalized terms herein have the same meaning as in the Declaration, unless otherwise defined.
3. Amendments (*double underlines indicating language added; strike-throughs indicating deletions*):

(A) Article I of the Declaration is hereby amended to add the following definition:

(m) “Perpetual Nonexclusive Easement and Shared Cost Agreement” shall mean that agreement recorded or to be recorded in the public records of Wakulla County, Florida, by which the owners and residents of homes in an adjacent residential community, as described in the agreement, shall have nonexclusive easement/use rights in certain of the Common Areas of the Community (“Shared Properties/Improvements”), with the owner(s) of such homes having a corresponding obligation to share in the costs of maintenance and repair of such Shared Properties/Improvements, as set forth in the Perpetual Nonexclusive Easement and Shared Cost Agreement.

(B) Article IX of the Declaration is hereby amended as follows:

ARTICLE IX—Expansions/Withdrawals/Shared Use and Costs of the
Community

(a) Declarant may from time to time, subject to this Declaration all or any portion of the property described in Exhibit “B” by a recorded Supplemental Declaration which describes the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any person except the Declarant and the owner of such property, if other than Declarant. Declarant’s right to annex property pursuant to this Section expires when all property described in Exhibit “B” has been subjected to this Declaration or twenty-five (25) years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right to any person who is the developer or Builder owning the property to be annexed within that described in Exhibit “B.” Any such transfer shall be memorialized in a recorded instrument executed by Declarant or Declarant’s successor. Nothing in this Declaration shall require Declarant or any successor to subject additional property to this Declaration or to develop any other property described in Exhibit “B” in any manner whatsoever.

(b) By Supplemental Declaration, Declarant may impose additional covenants and easements on portions of the Property, including covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Assessments.

(c) Unless otherwise specified, a Supplemental Declaration shall be effective upon the recording of the Supplemental Declaration in the public records of Wakulla County. The Lots subjected to this Declaration by Supplemental Declaration shall have the voting rights set forth in Article III herein.

(d) Declarant may from time to time, prior to Turnover, withdraw portions of the Property owned by Declarant, or with the prior written consent of the Owner of the property, from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property or has received the requisite consent of the Owner, if other than Declarant. Notwithstanding anything herein to the contrary, Declarant may not withdraw any portions of the Property without the prior written consent of a Builder for so long as the Builder owns one or more Lots. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(C) The following ARTICLE X is hereby added to the Declaration:

ARTICLE X – Common Area/Easements

(a) General. The Common Areas, inclusive of all Shared Properties/Improvements, shall be operated, maintained, repaired and administered by the Association for all purposes and uses reasonably intended. The costs for such maintenance and repairs shall be assessed as an Operating Expense, and as applicable, shared with the owner(s) of lots in the adjacent residential community in accordance with the Perpetual Nonexclusive Easement and Shared Cost Agreement. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Owners and persons with rights pursuant to the Perpetual Nonexclusive Easement and Shared Cost Agreement shall have no right in or to any Common Areas referred to in this Declaration unless and until the same are completed.

(b) Members Easements of Enjoyment. Unless otherwise specifically provided for herein, every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- i. The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television, drainage and stormwater purposes, ingress and egress and other purposes conducive to the development of the Property and consistent with this Declaration; and
- ii. Existing easements and agreements of record and/or as shown on the Plat, including but not limited to those of the Perpetual Nonexclusive Easement and Shared Cost Agreement; and
- iii. The non-exclusive right to the use and enjoyment of the Common Area and Shared Properties/Improvements shall extend to all Members and their family, tenants, and invited guests, subject to regulation from time to time by the Association in its reasonable rules and regulations.

4. The Withdrawn Horton Lots are hereby withdrawn from the Property and from the terms and conditions of the Declaration, and Exhibit A to the Declaration is hereby amended to remove the Withdrawn Horton Lots therefrom. By this First Amendment, the Withdrawn Horton Lots shall no longer be subject to the Declaration nor any of the exhibits thereto.

5. Though not a prerequisite to the withdrawal, the Association hereby joins in this First Amendment to consent to the withdrawal of the Withdrawn Horton Lots from the Declaration. Horton, as the Owner of the Withdrawn Horton Lots consents to the withdrawal pursuant to this First Amendment.

6. This First Amendment shall become effective upon recording amongst the Public Records of Wakulla County, Florida.

7. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Declarant has executed this First Amendment by its duly authorized signatory.

Signed, sealed and delivered in the presence of:

[Signature]
 Print name: Eric Wagers
[Signature]
 Print name: Daniel E. Manausa

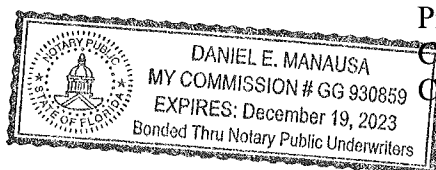
Shadeville of Wakulla County, LLC
 a Florida limited liability company

By: [Signature]
 Name: Robert Perrish
 Its: Manager

STATE OF FLORIDA
 COUNTY OF Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of December, 2023, by Robert Perrish, as Manager of Shadeville of Wakulla County, LLC, a Florida limited liability company, on behalf of said entity. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
 NOTARY PUBLIC
 Print Name:
 Commission No.:
 Commission Expires:



JOINDER AND CONSENT OF ASSOCIATION

Wesley Park Homeowners Association, Inc., a Florida not for profit corporation, as the homeowners' association governing Wesley Park, hereby joins in and consents to the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Wesley Park Subdivision, to which this Joinder and Consent is attached.

Witnesses:

Eric Wagers
Eric Wagers
(print name)

Daniel Emerson
Daniel Emerson
(print name)

Wesley Park Homeowners Association, Inc.,
a Florida corporate not-for-profit

By: [Signature]
Print Name: Robert Parrish
As Its: President

STATE OF FLORIDA
COUNTY OF Levy

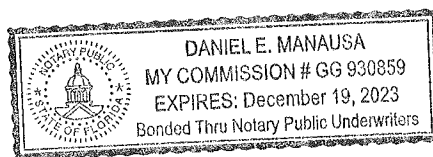
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of October, 2023, by Robert Parrish, as President of Wesley Park Homeowners Association, Inc, on behalf of said entity. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
NOTARY PUBLIC

Print Name:

Commission No.:

Commission Expires:



CONSENT AND JOINDER OF D.R. HORTON, INC.

D.R. Horton, Inc., a Delaware corporation, hereby joins in and consents to the First Amendment to Declaration of Covenants, Conditions and Restrictions for Wesley Park Subdivision, including, without limitation, the withdrawal of the Lots described in Exhibit "1", to which this Consent and Joinder is attached.

Signed, sealed and delivered
in the presence of:

Jordan Smith
Name: Jordan Smith

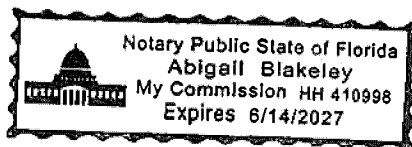
Matthew Broome
Name: Matthew Broome

D.R. Horton, Inc., a Delaware corporation,

By: Tyler P. Weldon
Name: Tyler P. Weldon
As Its: city manager

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of December, 2023, by _____, as _____ of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation, who is ☒ personally known to me or ☐ produced the following identification _____.



Abigail Blakeley
NOTARY PUBLIC
Print Name: Abigail Blakeley
Commission No.: 410998
Commission Expires: 6/14/2027

EXHIBIT 1
WITHDRAWN HORTON LOTS

Lots 1 through 14, 31 through 62, and 90 through 105, WESLEY PARK SUBDIVISION PHASE I, according to the plat thereof, recorded in Plat Book 6, Pages 49 through 54 of the Public Records of Wakulla County, Florida.

This instrument prepared by:
HAND ARENDALL HARRISON SALE LLC
35008 Emerald Coast Parkway, Suite 500
Destin, Florida 32541

PERPETUAL NON-EXCLUSIVE EASEMENT AND COST SHARING AGREEMENT

This PERPETUAL NON-EXCLUSIVE EASEMENT AND COST SHARING AGREEMENT (“**Agreement**”) is made and entered into by and among WESLEY PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”), SHADEVILLE OF WAKULLA COUNTY, LLC, a Florida limited liability company (“**Shadeville**” or “**Declarant**”), and D.R. HORTON, INC., a Delaware corporation (“**Horton**”). The Association, Declarant and Horton are sometimes individually referred to in this Agreement as a “**Party**” and may be collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, Declarant, is the “Declarant,” as defined in that certain Declaration of Covenants, Conditions, and Restrictions for Wesley Park Subdivision, recorded in Official Records Book 1306, Page 389, as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions of Wesley Park Subdivision, recorded in Official Records Book 1340, Pages 644 - 651 (“**First Amendment**”), all of the Public Records of Wakulla County (“**County**”), Florida, and as may be further amended and supplemented from time to time (collectively, the “**Declaration**”);

WHEREAS, pursuant to the Declaration, the Association is the entity responsible for the management, operation and control of the Property, as defined in the Declaration (“**Wesley Park Subdivision**”);

WHEREAS, by that certain Quit Claim Deed recorded in the Public Records of the County, all Common Areas and Storm Water Management Facilities (SWMF) as depicted on the Phase I Plat, were quitclaimed from Shadeville to the Association;

WHEREAS, Declarant is developing the Wesley Park Subdivision as a residential community;

WHEREAS, Horton is the fee simple owner of real property located adjacent to the Subdivision as described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Horton Property**”);

WHEREAS, the Horton Property includes real property that was previously within the Wesley Park Subdivision, but which has been withdrawn from the jurisdiction of the Declaration, pursuant to the First Amendment, and therefore, is no longer subject to the Declaration;

WHEREAS, the Horton Property is being developed for single-family homes on residential lots (“**Horton Lots**”);

WHEREAS, for the Horton Property to operate separately and as intended incident to the withdrawal of its Lots from the Wesley Park Subdivision, the owner or owners of the Horton Property (as applicable, the “**Horton Property Owner**”) will require, among other things, an easement for stormwater drainage onto and over portions of the Common Areas of the Wesley Park Subdivision, shared signage for the entrance monument located or to be located on Common Area of the Wesley Park Subdivision and the use of the mail kiosk located or to be located on Common Area of the Wesley Subdivision;

WHEREAS, pursuant to the Declaration, Declarant has the right to enter into this Agreement on behalf of the Association and its Members;

WHEREAS, this Agreement is entered into prior to Turnover of the Association;

WHEREAS, Declarant, the Association and Horton own all of the real property that is the subject of this Agreement;

WHEREAS, Declarant wishes to hereby exercise its authority on behalf of the Association to grant the Drainage Easement, Entry Feature Easement and Mail Kiosk Easement (as defined herein) to the Horton Property Owner, for the benefit of the Horton Property Owner and the Authorized Users of the homes constructed on the Horton Property (the “**Homes**,” each a “Home”), and in exchange therefor, the Horton Property Owner agrees to pay a “**Share**” of the “**Shared Costs**,” as such costs and terms and conditions are set forth below;

WHEREAS, Horton, as the initial owner of the Horton Property is entering into this Agreement, for itself and its successors and assigns, to agree to the terms and conditions hereof; and

WHEREAS, the Association, by and through unanimous consent of Declarant and Horton as the only Members of the Association and Owners of all Lots within the Subdivision, is entering into this Agreement, for itself and its Members, to agree to the terms and conditions hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations, and easements:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Definitions**. Capitalized words shall have the meaning set forth in the Declaration unless otherwise defined herein, and the following words and phrases used in this Agreement (unless the context should clearly reflect another meaning) shall have the following meanings:

(a) “**Shared Entry Feature**” means the improvements constructed, installed, maintained and repaired on Common Area of Wesley Park Subdivision, inclusive of monument or other signage for both the Wesley Park Subdivision and the Horton Property, lighting, hardscape, irrigation and grass and landscaping, as shown on **Exhibit B** attached hereto.

(b) “**Shared Costs**” means, collectively, those costs and expenses applicable to the operation, management, maintenance and repair of the Shared Properties/Improvements.

(c) “**Shared Drainage Areas**” means those Shared Drainage/Pond Retention Area(s) described on the Phase I Plat as “HOA/Common Area SWMF” and depicted on **Exhibit B** hereto.

(d) “**Shared Mail Kiosk**” means the improvements constructed, installed, maintained and repaired on Common Area of Wesley Park Subdivision, inclusive of a Mail Kiosk for both the Wesley Park Subdivision and the Horton Property, as shown on **Exhibit B** hereto.

(e) “**Shared Properties/Improvements**” means the Shared Drainage Area, the Shared Entry Feature and the Shared Mail Kiosk, each intended for the common use and benefit of the Horton Property Owner, the Authorized Users and the Association and its members together with their respective family members, guests and invitees, as more particularly discussed herein.

(f) “**Subdivision Plat**” means the plat of Wesley Park Subdivision Phase 1, as recorded in Plat Book 6, Page 49-54, of the Public Records of the County (“**Phase I Plat**”, and any future plats recorded for additional phases of Wesley Park Subdivision).

3. **Easements.**

A. The Association hereby grants to the Horton Property Owner, its successors and assigns, for the benefit of the Horton Property Owner and the Authorized Users of the Horton Lots, the following easements (“**Horton Easements**”) on those portions of the Subdivision Common Area specified herein:

(i) a perpetual, non-exclusive, easement under, through and across the Shared Drainage Areas for the flowage of stormwater from the Horton Property to the Shared Drainage Areas located within the Subdivision (“**Drainage Easement**”).

(ii) a perpetual, non-exclusive, easement, in common with the Association and its members, for the placement and continued maintenance of the Shared Entry Feature (“**Entry Feature Easement**”).

(iii) a perpetual, non-exclusive, easement, in common with the Association and its members, for the use of the Shared Mail Kiosk (“**Mail Kiosk Easement**”).

4. **Association’s Maintenance Obligations.** The Association shall operate, maintain, insure, repair and replace the Shared Properties/Improvements to a standard as reasonably determined by the Association; provided, however, in all instances in compliance with all rules, regulations and statutes applicable thereto, including the requirements of all governmental authorities of competent jurisdiction.

5. **Budgeting; Shared Costs; Due Dates and Collection.**

(a) **Shared Costs.** In exchange for the Horton Easements and rights granted hereunder, the Horton Property Owner shall pay a proportionate share on a per lot basis (“**Share**”) of the Association’s costs to operate, manage, maintain, insure, and repair the Shared Properties/Improvements (“**Shared Costs**”). For the avoidance of doubt, the parties hereby agree that the Shared Costs are specifically limited to those cost and expense items applicable to the operation, management, maintenance and repair of the Shared Entry Feature, Shared Mail Kiosk and Shared Drainage Areas. The Horton Property Owner’s Share of the Shared Costs shall be \$150.00 per Horton Lot, per year. There shall be no increases in the Share of Shared Costs except that in the year following the first Share payment, there may be an annual increase of the Share over that for the immediately preceding year, so long as the increase does not exceed the Consumer Price Index (“CPI”) for that year.

(b) **Capital Improvements to Shared Facilities.** The Association shall have the right to make capital improvements (improvements shall not include repairs and replacements) to the Shared Properties/Improvements and to levy special assessments for such purposes; provided, however, if the costs of such improvements, in the aggregate, exceeds \$10,000.00 in any fiscal year, then such improvements and costs therefor must also be approved by the Horton Property Owner, in its reasonable discretion. To the extent that Association levies a special assessment for capital improvements related to the Shared Properties/Improvements, as aforesaid, the Horton Property Owner shall be responsible for its Share of such expenses, payable in the same manner such amounts are due to the Association from its own members. The Association shall notice the Horton Property Owner in writing not less than twenty (20) days before the payment for such special assessments is due.

(c) **Due Dates/Collection.** The Association shall invoice the Horton Property Owner for the Horton Property Owner’s Share of the Shared Costs on an annual basis, permitting at least thirty (30) days for payment from invoicing. The Horton Property Owner (or, if formed, a property owners’ association applicable thereto and included as part of its own assessments) shall pay such amounts in a lump sum to the Association. In the event any such payment is deficient in amount or more than fifteen (15) days late, the Association shall mail notice of such delinquency to the Horton Property Owner (“**Late Notice**”). For a delinquency remaining more than fifteen (15) days following the Late Notice, the Association may avail itself of the rights and remedies set forth in Section 8 below.

6. **Remaining Subdivision Common Areas.** Except as specifically granted or permitted in this Agreement (or future amendment to same), the Horton Property Owner and its Authorized Users shall have no easement in and to any other portions of the Subdivision, and accordingly, no obligation to share in the maintenance, repair and/or replacement costs and expenses applicable to any such portions of the Subdivision not included in the Shared Properties/Improvements.

7. **Access to Books and Records.** Upon prior written notice, the Horton Property Owner, at its sole cost and expense, shall have the right to access the books, records, invoices and documentation supporting the Shared Costs, at reasonable times and at locations as reasonably determined by the Association.

8. **Default; Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, each Party shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. In the event it becomes necessary for either Party to defend or institute legal proceedings as the result of the failure of the other to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all fees and costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs incurred prior to the institution of legal proceedings and through all legal proceedings (including through appellate levels). As an alternative to the foregoing, if the Association fails to maintain or repair the Shared Properties/Improvements in accordance with this Agreement, the Horton Property Owner may provide the Association with written notice, electronically or otherwise, of such failure, specifying the nature of the maintenance or repairs needed. The Association shall have thirty (30) days from its receipt of such written notice to cure. If the Association fails to cure its failure to maintain or repair the Shared Properties/Improvements within said thirty (30) day period, then the Horton Property Owner shall have the right, but not the obligation, to perform such maintenance or repair and deliver to the Association an invoice for all reasonable expenses incurred in connection therewith; which amount shall be paid within thirty (30) days of invoicing.

9. **Lien Rights.** In addition to any rights and remedies the Association shall have hereunder to enforce its rights under this Agreement, if the Shared Costs or any other charges or costs due under this Agreement (collectively the "Costs") are not paid on the date(s) when due and following a Late Notice and a ten (10) business day opportunity to cure, then such Costs may, together with late charges, interest and the cost of collection, become a continuing lien on all delinquent Horton Lots ("Delinquent Lots"). Said lien shall be effective only from and after the delivery of a 45 day lien notice such as that required under Section 720.3085, Florida Statutes, and thereafter, the recordation in the Public Records of the County of a written, acknowledged claim of lien by the Association setting forth the amount of Costs due to the Association as of the date the claim of lien is recorded (a "Shared Costs Lien"). Upon full payment of all sums secured by a Shared Costs Lien, the party making payment shall be entitled to a satisfaction of the Shared Costs Lien in recordable form. Notwithstanding anything to the contrary herein contained, if a first mortgagee of record obtains a deed or title to the Horton Lot(s) as a result of foreclosure or deed in lieu of foreclosure of its first mortgage, such acquirer of a deed or title, its successors or assigns, shall only be liable for the Costs pertaining to such Shared Costs Lien that accrued or came due during the twelve months immediately preceding the acquisition of title and for which payment in full has not been received by the Association. If any Costs are not paid within ten (10) business days after delivery of a Late Notice of such failure to pay, at the option of the Association, in its sole discretion, such unpaid Costs shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by law from the date due until paid and shall be subject to an administrative late charge not greater than five percent (5%) of the amount of such unpaid installment (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided in this Section 9, but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each). The Association may bring an action at law against the Owners of the delinquent Lots personally obligated to pay the unpaid Costs, may record a Shared Cost Lien (as evidence of its lien rights as

provided for in this Section 9) against the Delinquent Lots, or any portion thereof and all improvements thereon, may foreclose the lien against the delinquent Lots and all improvements thereon, or may pursue one or more of such remedies at the same time or successively. The Association shall have such other remedies for collection and enforcement of the Costs as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

10. **Reasonable Use of Easements; Reservation of Rights.** Except as otherwise specifically set forth herein, the Horton Easements granted for the benefit of the Horton Lots and the Horton Property Owner pursuant to this Agreement shall be used in such a manner so as not to unreasonably interfere with the use and quiet enjoyment of the Subdivision or any portion thereof by Declarant, the Association and its members.

11. **Estoppel Certificates.** The Association agrees that, if requested by the Horton Property Owner (or any lender) of the Horton Lots, it shall, within ten (10) business days of such a request, provide a certificate executed by an authorized officer of the Association or the management company of the Association certifying: (i) this Agreement remains in full force and effect without modification or amendment (or certifying any modifications or amendments to this Agreement); (ii) whether there are any unpaid Shared Costs due and the amount thereof; and (iii) whether there are any defaults by any Party hereunder known by the Association that remain uncured as of the date of the certificate or pending which could give rise to a default, if not cured.

12. **Further Assurances; Cooperation.** Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

13. **Amendment.** This Agreement contains the complete understanding and agreement of the Parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. Except as otherwise expressly provided herein, this Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by the Parties. Notwithstanding the foregoing, for so long as Declarant owns any portion of the Subdivision, no amendment to this Agreement shall be effective unless such amendment receives the prior written approval of the Declarant. The Parties, however, agree to cooperate with one another if amendments to this Agreement are mandated by the County, the Northwest Florida Water Management District or other governmental entity.

14. **Governing Law; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in the County.

15. **Effectiveness.** This Agreement shall be effective upon recordation in the Public Records of the County.

16. **Covenants Running With Land.** The benefits and burdens of each easement and the obligations of each covenant set forth in this Agreement shall run with the title to the Properties

and shall bind or benefit the record title owners thereof, their respective heirs, successors, successors-in-title, legal representatives, and assigns.

17. **Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

18. **Notices.** Any notice, request, demand, instruction or other communication to be given to any Party hereunder shall be in writing and shall either be (i) hand-delivered in person to the address of such recipient; (ii) sent by Federal Express or a comparable overnight delivery service; or (iii) sent by certified mail, return receipt requested, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Notice shall be deemed to have been given upon mailing of such notice. Any notice or other communication sent, delivered, or furnished under the provisions of this Agreement shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such recipient, (ii) confirmed delivered by guaranteed overnight delivery service, or (iii) received by certified mail. Notice delivered on a Saturday, Sunday or a national holiday shall be deemed delivered on the next business day.

Association: Wesley Park Homeowners Association, Inc.
4004 Norton Lane, #202
Tallahassee, FL 32308

Declarant: Shadeville of Wakulla County, LLC
4004 Norton Lane, #202
Tallahassee, FL 32308

Horton: D.R. Horton, Inc.
Attn: Division President
3606 Maclay Blvd., Suite 204
Tallahassee, Florida 32312

Any Party to this Agreement (or its successors in title or assigns) may change its address for purpose of notices permitted or required under this Agreement by providing the other Party with notice of a change of address in accordance with this Section, and no formal amendment to this Agreement will be required to effectuate such a change in address.

19. **Waivers and Consents.** No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof

under this Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

20. **No Joint Venture.** Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.

21. **Headings.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

22. **No Public Dedication.** Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Properties.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24. **Non-Merger.** Notwithstanding that the properties burdened with the Easements described herein may be owned by the Party benefited by such easements, same shall not serve to merge the Easements into the fee ownership of such party, it being the intent of the Parties hereto that the Easements shall not merge into the fee ownership.

25. **RESOLUTION OF DISPUTES; WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER SUCH PARTY, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT (AS NOW OR HEREAFTER MODIFIED) WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT HERETO TO THE WAIVER OF ANY RIGHT TO TRIAL BY JURY. EACH PARTY ACKNOWLEDGES THAT IT HAS CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGES THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR THE MAKING OF THE AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

WITNESSES:

Eric Wagers
 Print Name: Eric Wagers
 Address: 4604 Norton Ln
Tallahassee, FL 32308
Daniel E. Manausa
 Print Name: Daniel E. Manausa
 Address: 1701 Hermitage Blvd.
Tallah. FL 32306

ASSOCIATION:

**WESLEY PARK HOMEOWNERS
 ASSOCIATION, INC.,**
 a Florida not-for-profit corporation

By: [Signature]
 Name: Robert Perini
 Title: President

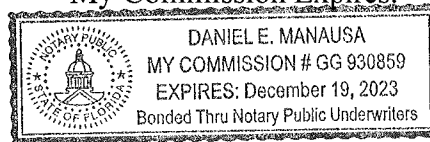
STATE OF FLORIDA
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 11 day of ^{Dec.}~~October~~, 2023, by means of ☒ physical presence or ☐ online notarization, by Robert Perini, as President of **WESLEY PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification.

[Signature]
 Notary Public

Name: _____

My Commission Expires: _____



WITNESSES:

Eric Wagers
 Name: Eric Wagers
 Address: 4004 Newton Ln
Tallahassee, FL 32308

Daniel E. Manausa
 Name: Daniel E. Manausa
 Address: 1701 Hermitage Blvd
Tallahassee FL 32308

DECLARANT:

SHADEVILLE OF WAKULLA COUNTY, LLC, a Florida limited liability company

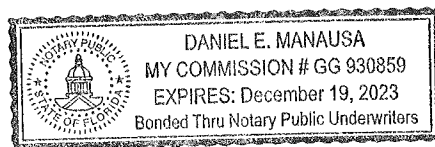
By: Robert Parish
 Name: Robert Parish
 Title: _____

STATE OF FLORIDA

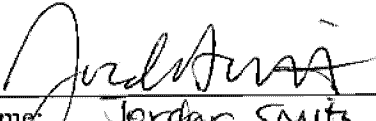
COUNTY OF Leon


The foregoing instrument was acknowledged before me this 11 day of Dec, 2023, by means of ☒ physical presence or ☐ online notarization, by Robert Parish as MANAGER of **SHADEVILLE OF WAKULLA COUNTY, LLC**, a Florida limited liability company, on behalf of the limited liability company, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Daniel E. Manausa
 Notary Public
 Name: _____
 My Commission Expires: _____



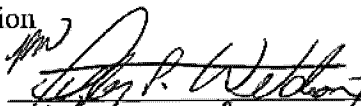
WITNESSES:


 Name: Jordan Smith
 Address: 6027 Quail Ridge Dr
Tallahassee, FL 32312


 Name: Matthew Broome
 Address: 3606 Maclay Blvd
Tallahassee, FL 32312

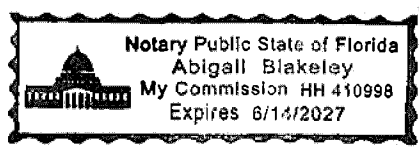
HORTON:

D.R. HORTON, INC., a Delaware corporation

By: 
 Name: ~~Tyler P. Weldon~~ Tyler P. Weldon
 Title: city manager

STATE OF FLORIDA
 COUNTY OF Leon

The foregoing instrument was acknowledged before me this 7 day of December 2023, by means of ☒ physical presence or ☐ online notarization, by _____, as _____ of **D.R. HORTON, INC.**, a Delaware corporation, on behalf of the corporation, who is ☒ is personally known to me or ☐ has produced _____ as identification.





 Notary Public
 Name: Abigail Blakeley
 My Commission Expires: 6/14/2027

EXHIBIT A

DESCRIPTION OF HORTON PROPERTY

Lots 1 through 14, 31 through 62, and 90 through 105, WESLEY PARK SUBDIVISION PHASE I, according to the map or plat thereof, recorded in Plat Book 6, Pages 49 through 54 of the Public Records of Wakulla County, Florida.

EXHIBIT B

SHARED PROPERTIES/IMPROVEMENTS

