

12/05/97

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
AUDUBON FOREST

THIS DECLARATION, is made and executed this 6 day of December, 1997 by CENTURY DEVELOPMENT OF TALLAHASSEE, INC. whose address is 508 A Capital Circle SE, Tallahassee, Florida 32301, hereinafter referred to as "Declarant."

WITNESSETH:

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

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

FILED AND RECORDED
DATE 12/08/1997 TM 08:54

ARTICLE I
DEFINITIONS

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

Section 1. "Association" shall mean and refer to AUDUBON FOREST HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Plats of AUDUBON FOREST shall mean and refer to the plat of AUDUBON FOREST, to be recorded in the Public Records of WAKULLA COUNTY, Florida, representing the AUDUBON FOREST subdivision.

Section 5. "Lot" shall mean and refer to each lot designated on the Plats of AUDUBON FOREST.

Section 6. "Declarant" shall mean and refer to CENTURY DEVELOPMENT OF TALLAHASSEE, INC. or its successors and assigns, if such, successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such, successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and plural as the context may require.

Section 7. "Developer" shall mean Century Development of Tallahassee, Inc. or Turner Heritage Homes, Inc. or any other contractor designated as such by the Declarant.

Section 8: "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the real property and easement rights described in this

FL# 148120 B 314 P 420
REC NO. 01734217174

Declaration and any areas depicted on any of the Plats of AUDUBON FOREST as Common Areas which have not been dedicated and accepted by the local governmental authority. The Declarant shall deed any Common Areas to the Association at such time as seventy percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property and or easement rights may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS
PROPERTY RIGHTS**

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

Section 2. Board of Directors. The members shall be allowed to elect all directors of the Association on a one-vote-per-lot basis, and the first election shall be held at such time as seventy-five percent (75%) of the Lots have been sold or conveyed by the Declarant.

Section 3. On all issues except election of directors and amendment of this Declaration of Covenants, Conditions and Restrictions, the Association shall have two (2) classes of voting membership:

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

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

(1) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or

(2) upon the expiration of five (5) years from the recordation of this Declaration.

Only on votes concerning the election of directors of the Association or amendment of this Declaration of Covenants, Conditions and Restrictions there shall be no separate class of voting membership and the Owners and Declarant shall cast their vote on a one vote per lot basis.

Section 4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the members has been recorded.

Section 5. Delegation of Use. Any owner may delegate, in accordance with the By Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

FL# 148120 B 314 P 421
REC NO. 01734217174

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments or charges as provided for hereinafter. Annual assessments shall be on a calendar year basis. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Developer is exempt from assessments for any lots which are undeveloped or developed but never occupied.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the property and for:

- (i). the enforcement of the provisions of this Declaration of behalf of the Association
- (ii). the erection of an entrance sign
- (iii). improvements and maintenance of the Common Area.
- (iv). Street lighting

Section 3. Maximum Annual Assessment.

- (a) Subject to the provisions set forth below, the maximum annual assessment for each lot shall be Two Hundred Thirty Five Dollars (\$235.00) per year. The Board of Directors shall determine if an assessment shall be levied and the amount thereof.
- (b) The maximum annual assessment may be increased by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting called for that purpose.

Section 4. Special Assessments. 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 enforcing this Declaration on behalf of the Association or the cost of any construction, reconstruction, repair, or replacement of the entrance sign or an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose provided, further, however, any such assessment shall not require such assent if the assessment is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Area.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of written proxies, signed by the respective members, entitled to cast a majority of all the votes of the members shall constitute a quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required number is not present at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

FL# ~~148120-B-314-F-422~~
REC NO. 01734217174

Section 6. Uniform rate of Assessment and Collection. Except as otherwise set forth herein, both annual and special assessments shall be fixed at a uniform rate for all lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Date. The Board of Directors shall determine the commencement date for the annual assessments. The first annual assessments shall be adjusted according to the number of months remaining in such calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the rate of twelve percent (12%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area.

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

Section 10. Sale or Transfer of a Lot.

(a). Notwithstanding the foregoing provisions, upon the sale or transfer of a lot in a bona fide transaction for fair and adequate consideration, the lien for any unpaid annual or special assessments against such lot for any year or years prior to the year in which the sale or transfer occurs shall be extinguished unless a notice of the lien for such unpaid assessments is filed for record in the Public Records of WAKULLA COUNTY, Florida, prior to the recording in these Public Records of the deed of conveyance or transfer from the owner of the lot who was the owner at the time the assessment was levied. The notice of lien shall recite therein the name of the record owner of the lot at the time the assessment was levied, the legal description of the lot affected by the lien and the original amount of the assessment. The failure to file such notice of lien shall not affect the personal obligation therefor as set forth in this Declaration nor shall it affect the lien against the lot for so long as the owner of the lot at the time the assessment was levied retains a record ownership interest in said lot other than that held as the holder of a security deed

(b). In the event there is an unpaid annual or special assessment which was levied during the calendar year in which the lot is sold or transferred prior to such sale or transfer, and no notice of lien was filed prior to the filing of the deed of conveyance or transfer in said Public Records, such assessments shall be prorated as of the date of the sale or transfer and the new owner's pro rata share of such assessment shall continue as a personal obligation and as a lien on the lot as otherwise provided for in this Declaration and the remaining portion of said assessment shall not be the personal obligation of the new owner nor be a lien on said lot; provided however, that such remaining portion shall continue as a lien upon such lot if the Seller or transferor retains an ownership interest in the lot other than that held as the holder of a security deed.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, provided however no land or improvements devoted to the dwelling use

FL# 148120 B 314 P 423
REC NO. 01734217174

12/05/97

5

shall be exempt from said assessments. Notwithstanding the forgoing the Developer is exempt from assessments for any lots which are either undeveloped or developed but never occupied.

**ARTICLE IV
EASEMENTS AND DEDICATION**

Section 1. Roadway, Utility, Drainage, Acces, Natural Buffer and Fence Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes if and as depicted on the Plat of AUDUBON FOREST. On the rear Lot line of the lots located along the east border of AUDUBON FOREST, including the corner Lots as indicated on the Plat of AUDUBON FOREST, a Six (6) foot wood fence will be placed and maintained by the Association. On the rear Lot line of the lots located along High Drive, on the south border of AUDUBON FOREST, including the corner Lots as indicated on the Plat of AUDUBON FOREST, a Fifty (50) foot wide undisturbed natural buffer will be maintained by the Association. On the rear Lot line of the lots located along Arran Road, on the north border of AUDUBON FOREST, including the corner Lots as indicated on the Plat of AUDUBON FOREST, a Fifty (50) foot wide undisturbed natural buffer will be maintained by the Association.

Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association unless and until such time as the property encumbered by the easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility. Within the roadway, utility, access and drainage easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

**ARTICLE V
ARCHITECTURAL CONTROL**

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed fully complied with. The initial Architectural Committee shall be Frederick E. Turner, Douglas E. Turner and Teresa L. Turner. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association.

FL# 148120 B 314 P 424
REC NO. 01734217174

**ARTICLE VI
SUBDIVISION OF LOT**

Except as set forth below, no Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying part of his lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be at the sole discretion of the Declarant.

**ARTICLE VII
DWELLING SIZE**

No dwelling shall be permitted on any Lot indicated on the Plat of AUDUBON FOREST unless the ground floor of the main area of the structure contains at least Eleven Hundred (1100) square feet for a one-story dwelling exclusive of open porches, patios, terraces, storage areas and garages, and at least Nine Hundred (900) square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling contains at least Thirteen Hundred (1300) square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements).

**ARTICLE VIII
BUILDING DRIVEWAY AND FENCE LOCATION
AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any lot: nearer than Twenty Five (25) feet to the front lot line; nearer than Twenty Five (25) feet to the rear lot line; nearer than Eleven (11) feet to a side-interior lot line; nor nearer than Fifteen (15) feet to a side street. For the purposes of this Article, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site. No driveway shall be located nearer than five (5) feet to an interior lot line except a back-up or turn around pad may be located as near as one (1) foot to an interior Lot line. All driveways shall lead to Duncan Drive or Audubon Drive and no driveway shall lead over any rear Lot line. No fence shall be located nearer to the front lot line than the rear corners of the primary building. The location and design of any fence must be approved by the Architectural Committee in accordance with the provisions of this Declaration. Fencing shall start at the rear corner of a building and proceed to the side and rear yard. No fence shall be located on any lot unless the installation, color and design of the fencing have been approved by the Architectural Committee. Front or side street fences shall be constructed of wood and may either be a 6' wood shadowbox privacy fence or a 4' wood picket fence. Interior and rear fences may be constructed of chain link. The detached single family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points Twenty Five (25) feet from the intersection of street lines, which distance, in the case of a rounded corner, shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same obstruction of sight line provisions shall apply to the area of every lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

FL# 148120 B 314 P 425
REC NO. 01734217174

12/05/97

7

**ARTICLE IX
NUISANCES**

No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision also applies to the common area.

**ARTICLE X
GARAGES AND CARPORTS,
TEMPORARY STRUCTURES**

Each building on a lot indicated on the Plat of AUDUBON FOREST shall have a functional garage attached thereto which shall be designed to accommodate the parking of at least two (2) automobiles. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The Declarant will allow one or more homes at any given time to be used as sales models, which may have the garage enclosed for use as a sales office, which shall be converted to a functional garage, when the respective sales model is sold and closed.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, however, a storage building that is not visible from the street and that is constructed of materials and painted in a color, similar to the material and color of the home on that lot, may be approved by the Architectural Committee.

**ARTICLE XI
SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by the Declarant to advertise lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

**ARTICLE XII
ANIMALS AND CROPS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further that the Owner shall maintain such pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with the provisions of this Declaration. Crop and/or vegetable gardens shall be in the rear yard only.

**ARTICLE XIII
RADIO AND TELEVISION ANTENNA,
SPORTS EQUIPMENT AND TANKS**

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street. No tank for storage of fuel, water or other substance shall be placed or permitted to remain on any lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

FL# 148128 R 314 P 426
REC NO. 01734217174

**ARTICLE XIV
MAIL BOXES**

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

**ARTICLE XV
EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his lot, and the exterior of the building located on the lot in a neat and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected together with interest and attorney's fees, in the manner assessments are enforced and collected under the provisions of this Declaration. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such lot between the hours of 7:00 a.m. and 6:00 p.m.

**ARTICLE XVI
BOATS, TRAILERS,
RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot, except within an enclosed garage or in any other way it will not be visible from any street in the AUDUBON FOREST subdivision. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

**ARTICLE XVII
ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise allow any portion of any lot to be utilized as an easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

**ARTICLE XVIII
VEHICLES PROHIBITED**

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

FL# 148120 E 314 P 427
REC NO. 01734217174

**ARTICLE XIX
GARBAGE AND REFUSE DISPOSAL**

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

**ARTICLE XX
GENERAL PROVISIONS**

Section 1. Enforcement and Attorneys' Fees. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party in any litigation to require the Association to perform its obligations or to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration, shall be entitled to recover all costs and expenses incurred in connection with such litigation, including reasonable attorneys' fees. The failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties by the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the lots described in this Declaration.

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

Section 5. Duration/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public records of WAKULLA COUNTY Florida, at the end of which period it shall be extended for successive periods of ten years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument signed in which said covenants and restrictions are removed or modified in whole or in part, which instrument shall be filed for record in the appropriate WAKULLA COUNTY Public Records and in the manner then provided by law. No amendment shall affect the priority of the lien of any first mortgage on any lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part.

FL# 148120 B 314 P 428
REC NO. 01734217174

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties to be subject to this Declaration, dedication of any Common Areas, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and the year first above written.

WITNESSES

CENTURY DEVELOPMENT OF TALLAHASSEE, INC.

[Signature]
Signature
Gerrit J. Tugler
Print or Type Name


[Signature]
Douglas E. Turner, its Executive Vice President

[Signature]
Signature
Brenda Baldwin
Print or Type Name

STATE OF FLORIDA
WAKULLA COUNTY

The foregoing instrument was acknowledged before me this 5th day of DECEMBER, 1997 by Douglas E. Turner, Executive Vice President of CENTURY DEVELOPMENT OF TALLAHASSEE, INC. who is personally known to me and did not swear an oath.

Signature [Signature]
Print or type name.
NOTARY PUBLIC
My Commission #
Expires:

 CLYDE FRANKLIN RICHARDSON, II
MY COMMISSION # CC483517 EXPIRES
July 24, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

FL# 148128 B 314 P 429
REC NO. 01734217174