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CLERK OF CIRCUIT COURT
WAKULLA COUNTY, FLORIDA
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DECLARATION OF RESTRICTIVE COVENANTS
FOR
BUCK FOREST

THIS DECLARATION is made and executed this 14th day of February, 1989, by Goddard Partners, hereinafter referred to as the Developer.

WITNESSETH:

WHEREAS, the Developer is the Owner of that certain real property located in the County of Wakulla, State of Florida, known as BUCK FOREST, described in Exhibit A, and attached hereto and made a part hereof; and

WHEREAS, the Developer intends to sell and convey the lots situated within Buck Forest; and

WHEREAS, the Developer intends to establish a general plan and uniform scheme of development of Buck Forest as a single family residential community; and

WHEREAS, the Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within Buck Forest in order to contribute to the personal and general health, safety and welfare of the property owners therein, and to maintain the land and improvements therein, and to this end to establish the restrictions, assessments, liens and other provisions hereinafter set forth.

NOW THEREFORE, the Developer hereby declares the property is to be held, transferred, sold, conveyed, and occupied subject to the protective covenants, conditions, restrictions, reservations, assessments, charges, liens, and other provisions as hereinafter set forth in this Declaration of Restrictive Covenants for Buck Forest.

THIS INSTRUMENT PREPARED BY:

Bram D. E. Canter
HABEN & CULPEPPER, P.A.
Post Office Box 10095
Tallahassee, Florida 32302

I.

DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- A. "Association", means Buck Forest Property Owners Association, Incorporated, a Florida corporation, not for profit, its successors and assigns.
- B. "Association Property", means all real and personal property, other than Common Property, which may be acquired by the Association for the benefit, use and enjoyment of all owners.
- C. "Common Property", means all property which is or may hereafter be conveyed to the Association for the common use and enjoyment of the owners of property within Buck Forest.
- D. "Improvements", means all buildings, streets, roads, roadways, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and any other structures of any type or kind.
- E. "Lot", means any numbered lot designated on the Plat Drawing attached hereto and marked Exhibit A, and any lots created by re-subdividing in accordance with Section III E.
- F. "Owner", means any person or legal entity, including the Developer, who from time to time holds fee simple title to any lot as shown on the Plat.
- G. "Single Family Dwelling", means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption or a group of not more than three (3) adult persons not so related, maintaining a common household in such dwelling.
- H. "Buck Forest", means all that real property situated in the County of Wakulla, State of Florida, described in Exhibit A attached hereto and all other real property which may be annexed thereafter as provided herein, and otherwise referred to as Buck Forest.

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- I. "Drainage System", shall mean and refer to those swales, ditches, discharge structures and other facilities within Buck Forest used for drainage of the property.

II.

BUCK FOREST PROPERTY OWNERS ASSOCIATION, INC.

A. PURPOSE. At or about the time of recording of this Declaration, the Developer has caused the Association to be formed by the filing of Articles of Incorporation thereof in the office of the Florida Secretary of State. The Association is formed to operate, maintain and ultimately own the common property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of this Association.

B. MEMBERSHIP. There shall be one class of membership in the Association. Every Owner of a lot shall automatically become a Member of the Association upon acquisition of fee simple title to a lot and by filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys fee simple title of record, or title is transferred or conveyed by operation of law, at which time membership with respect to the property conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to this Declaration. Notwithstanding anything to the contrary contained herein, persons or entities who hold an interest in any portion of the Property only as security for the performance of an obligation shall not be Members of the Association. The Developer shall be considered a Member from and after the date of recordation of this Declaration in the public records of the County.

C. VOTING. As to all matters that come before the membership of the Association, voting rights shall be as follows:

1. Each owner shall be entitled to cast one vote for each lot in Buck Forest. Any Member who owns more than one lot shall be entitled to cast a vote for each such lot.

2. Anything contained herein to the contrary notwithstanding, the Developer shall be entitled to cast that number of votes equal to the total number of lots within Buck Forest, less the number of lots to which the Developer has transferred fee simple title to an Owner, from time to time.

3. When more than one person holds the required ownership interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one vote be cast with respect to each lot.

4. Administration by the Association. The Affairs of the Association may be administered through a majority of voting lot owners or by a Board of Directors in accordance with this Declaration, the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of the Developer, without the Developer's prior approval; and provided further that no amendment, alteration or rescission may be made which materially affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

5. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the Member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the Member is delinquent in the payment of any Assessment, or during such time that the Member or any officer, employee, agent, guest, contractor, servant, licensee or invitee of such Member is in violation of any provision of this Declaration or any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

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C. CONTROL BY THE DEVELOPER. Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Association until 60% of the lots are sold, or until such earlier time as is determined by the Developer, in the Developer's sole discretion. So long as the Developer retains control of the Association, the Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by the Developer. Directors appointed by the Developer need not be Members of the Association or Owners. In the event that the Developer shall enter into any contracts or other agreements for the benefit of the Owners, or the Association, the Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations. After turnover of control of the Association by the Developer, the Board of Directors and officers shall be selected as provided in the By-Laws.

D. POWERS AND RESPONSIBILITIES OF THE ASSOCIATION. The Association shall, subject to all the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following:

1. The Drainage System including the performance of all obligations which are imposed under any drainage or related permit issued by a government agency.
2. The entrance area of Buck Forest, including any shrubbery, signs, and lights.
3. The streets, roads and other areas or improvements related thereto, including all shrubbery, signs, and street lights.
4. The Buck Forest common property, whether now or hereafter constructed, acquired or established.
5. All other Association property, facilities, improvements or equipment which the Association shall determine would properly serve and benefit the members of the Association.

E. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members of the Association. Such rules and regulations may be enforced by legal or equitable action of the Association.

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III.

LAND USE

A. SINGLE FAMILY RESIDENTIAL LOTS. Lots shall be single family residential lots subject to zoning, building codes, ordinances and regulations of the County of Wakulla and any other applicable governmental authority, and subject to further restriction as set forth herein.

B. BUILDING RESTRICTIONS. The Developer does hereby adopt, as a part of these covenants, the following:

1. Type of Construction. All dwellings on said lots shall be constructed in conformity with the building code of Wakulla County, Florida. When the construction of any building is begun, work thereon shall be prosecuted diligently and continuously until full completion.

2. Height. No building shall exceed two stories in height.

3. Setback. Homes shall be set back at least 50 feet from any road, drainage way or sink hole.

4. Mobile Homes. Mobile homes must have wheels and towing tongues removed, and must have attached skirting or other device so that the undercarriage of the mobile home is screened from view.

5. Used or Reconstructed Dwellings. Prior approval of the Association is required for a lot owner to place or reconstruct a previously used house or mobile home on any lot.

6. Garbage and Trash Containers. No lot shall be used or allowed to collect rubbish, trash, junk or other waste except normal household trash and garbage kept in sanitary containers and regularly disposed of.

7. Drainage System. No building or structure shall be erected, nor any activity conducted in such a way as to interfere with the function of any component of the Drainage System as defined herein.

8. Abandoned Vehicles. No lot owner shall allow an abandoned vehicle, including but not limited to cars, trucks, boats or vehicle trailers to remain on a lot.

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C. ANIMALS.

1. Dogs shall be confined indoors or within a fenced area. If walked, dogs shall be on a leash or otherwise prevented from running free.

2. Livestock, poultry or other animals shall not be raised for commercial use on any lot. Under no conditions shall pigs or swine be kept on a lot. Horses may only be kept on a lot of three acres or larger. Such animals as are allowed shall be fenced in at all times.

D. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that is or is likely to become an annoyance or nuisance to the neighborhood. Each lot, whether occupied or unoccupied, shall be maintained clean and free from junk, lumber, refuse, debris and unsightly growth, or any condition which creates a fire or health hazard. No storage tanks shall be permitted upon any lot without being properly shielded from neighbors.

E. RE-SUBDIVISION OF LOT. For a period of ten years from the recordation of this Declaration, lots shall not be subdivided. Thereafter, lots may be subdivided only if the resulting lots are at least one acre in size and meet all the applicable requirements of the codes and ordinances of Wakulla County. Re-subdivided lots shall continue to be subject to the restrictive covenants contained in this Declaration.

F. COMMERCIAL ACTIVITY. No trade, business or any type of commercial activity may be conducted upon any lot unless confined in-doors and allowable under the ordinances of Wakulla County.

G. ACKNOWLEDGEMENT OF ADJOINING INDUSTRIAL LAND USES. Each Lot owner understands and acknowledges that Buck Forest adjoins lands upon which various types of industrial uses are or will be conducted and waives any right, legal or otherwise, to object to the zoning or land use classification which allows the adjoining land to be used for industrial purposes.

H. FIREARMS. Firearms shall not be discharged within Buck Forest.

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IV.

COMMON PROPERTY

A. GENERAL. All property in Buck Forest designated as common property on the plat is, and title to same shall remain in the Developer until the Developer relinquishes control of the Association, at such date as provided herein. The Developer's recordation of this Declaration of Restrictive Covenants shall not be construed as a dedication to the public of any common property described therein. The Developer may convey all such common property to the Association on or before the date referred to above. On the date of such conveyance, such common property shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to such conditions, covenants and restrictions as then appear on record.

B. ROADWAYS. The Developer has constructed or has caused to be constructed the roadways shown on the Plat. These roads are not subject to further construction or reconstruction by the Developer. Said roadways are hereby declared to be, and are hereby dedicated in perpetuity as roadways, for ingress and egress, for the use and benefit of the Association members and property owners within Buck Forest. The property occupied by said roadways shall never be used for any other purpose or for any dual purpose, other than as herein provided for utility and other easements of a public nature.

C. USE. The Association shall regulate the use of the Common Property by its members and Owners and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its members. No rules or regulations may be adopted which would adversely affect the rights of any Institutional Mortgagee, without the prior written consent of such Institutional Mortgagee.

V.

ASSESSMENTS

A. GENERAL. Pursuant to the powers granted to it in its Articles and By-Laws, and in keeping with the provisions of this Declaration, the Association is hereby expressly authorized and empowered to levy uniform assessments against all lots in Buck Forest on a per lot basis. The Developer hereby covenants, creates and establishes that each owner of any lot of Buck Forest

by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following fees, dues, charges and assessments:

1. Any annual assessment or charge for the purpose of accomplishing any and all of the Association's purposes. Such assessments shall be in equal amounts against the owners of each lot.
2. Any special assessments for emergencies or non-recurring expenses. Such assessments shall be in equal amounts against the owners of each lot.
3. Any costs incurred by the Association in connection with the enforcement of any of the terms and conditions hereof against any owner.

B. SEPARATE ACCOUNTING. Assessments collected by the Developer during the time he retains control of the Association shall be placed in a separate account and separate records shall be kept to account for all income and disbursements of assessment funds. Assessment records shall be available to owners at reasonable hours.

C. NOTICE. The Association shall mail to each owner whose lot is assessed, at such owner's record address, written notice of each assessment and the time and manner for payment thereof, at least thirty (30) days prior to the time such assessment shall become due and payable. Such notice shall be deemed to have been properly sent when mailed to the last known address of the lot owner as appears on the records of the Association.

D. SUSPENSION. The Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any persons claiming under them unless or until all assessments and charges to which they are subject have been paid for.

E. LIEN. The amount of any assessment levied by the Association, plus any other charges thereon, including interest at eighteen percent (18%) per annum from date of delinquency, and any costs of collection including attorney's fees, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the Clerk of the Circuit Court of Wakulla County, Florida, a Notice of Assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed;

provided, however, that no such liens shall be recorded against any lot, record title to which is in the name of the Developer. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating that the lien has been satisfied and released.

1. Priority of Lien. Such lien shall be prior to all other liens recorded subsequent to such Notice of Assessment except that liens of first mortgage incurred for the purpose of construction improvements or liens held by institutional lenders, such as banks, insurance companies or savings and loan associations providing permanent financing for such improvements, and which are recorded in accordance with applicable law, shall be superior to any and all liens provided for herein.

2. Enforcement. The lien provided herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to the Association which is available to it by law or equity for the collection of the debt.

VI.

EASEMENTS

A. RESERVATIONS. The following easements and the right of ingress and egress to the extent of reasonable necessity to exercise such easement, are preserved to the Developer and its licensees, and to the Association upon the turnover of control to it by the Developer:

1. Easements for the installation and maintenance of the Drainage System. The Association shall have the right to contract for the maintenance of the Drainage System.

2. Easements for the installation and maintenance of present and future utility services to Buck Forest, including, but not limited to, potable water lines, sanitary sewer lines, storm drainage culverts, electrical wires, telephone cables, cable television and street lights. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the

installation and maintenance of the utility facilities, shall be placed or permitted to remain unless such structure, planting or other material was installed by the Developer. The Association is hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

3. The Common Property is hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association in order that such employees, agents or management entity may carry out their duties.

4. Easements are hereby reserved throughout the Common Property, including, without limitation, the streets and the easements shown on the plat(s) of Buck Forest, by the Developer, for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development and sale of the property.

VII.

ANNEXATION

A. PROPERTY TO BE ANNEXED. The Developer may, from time to time and in its sole discretion, annex to Buck Forest any other real property owned by the Developer which is contiguous or adjacent to or in the vicinity of Buck Forest.

B. MANNER OF ANNEXATION. The Developer shall effect such annexation by recording an additional Supplement Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;
2. Declare that such annexed property is held and shall be held, conveyed, encumbered, leased, rented, used, and occupied subject to the provisions of this Declaration;
3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property.

Upon the recording of such additional Supplemental Declaration, the annexed area shall become a part of Buck Forest and shall be subject to the provisions hereof, as supplemented, as fully as

if such area were part of Buck Forest on the date of recording of this Declaration.

VIII.

AMENDMENTS

The terms and conditions of this Declaration may be amended, rescinded, annulled or waived by an instrument in writing recorded in the Public Records of Wakulla County, Florida in the following manner and subject to the following conditions:

A. Such amendment, rescission, annulment or waiver shall have been approved at a duly called and held meeting by the approval of not less than sixty-seven (67%) per cent of the lot owners.

B. The Articles of Incorporation and By-laws of the Association may be amended in the manner so provided in such documents.

C. Notwithstanding the foregoing, the Developer retains the authority to amend the Declaration of Restrictive Covenants, Articles of Incorporation or By-Laws at any time, if required by any regulatory or governing body.

IX.

OWNERS'S ACCEPTANCE

Each owner or purchaser of any lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, and privileges and immunities of the Developer and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Developer, and to and with the grantees and subsequent owners of each of the other lots in Buck Forest, to keep, observe, comply with and perform all of the provisions of this Declaration.

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X.

SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Witnesses:

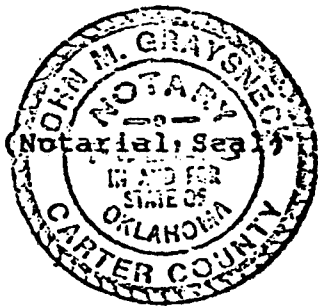
J. L. M. S.
Kevin Barnes

William R. Goddard, Jr.
WILLIAM R. GODDARD, JR.
Managing General Partner
Goddard Partners, a Texas
General Partnership

STATE OF Oklahoma)
) :SS.
COUNTY OF Carter)

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized to take acknowledgements, personally appeared and known to me to be the Managing General Partner of Goddard Properties named in the foregoing Declaration of Restrictive Covenants, and acknowledged before me that he executed the same in the name of and on behalf of said Texas General Partnership.

WITNESS by hand and official seal in the County and State above named this 14th day of February, 1989.



J. L. M. S.
Notary Public
My Commission Expires: January 13, 199

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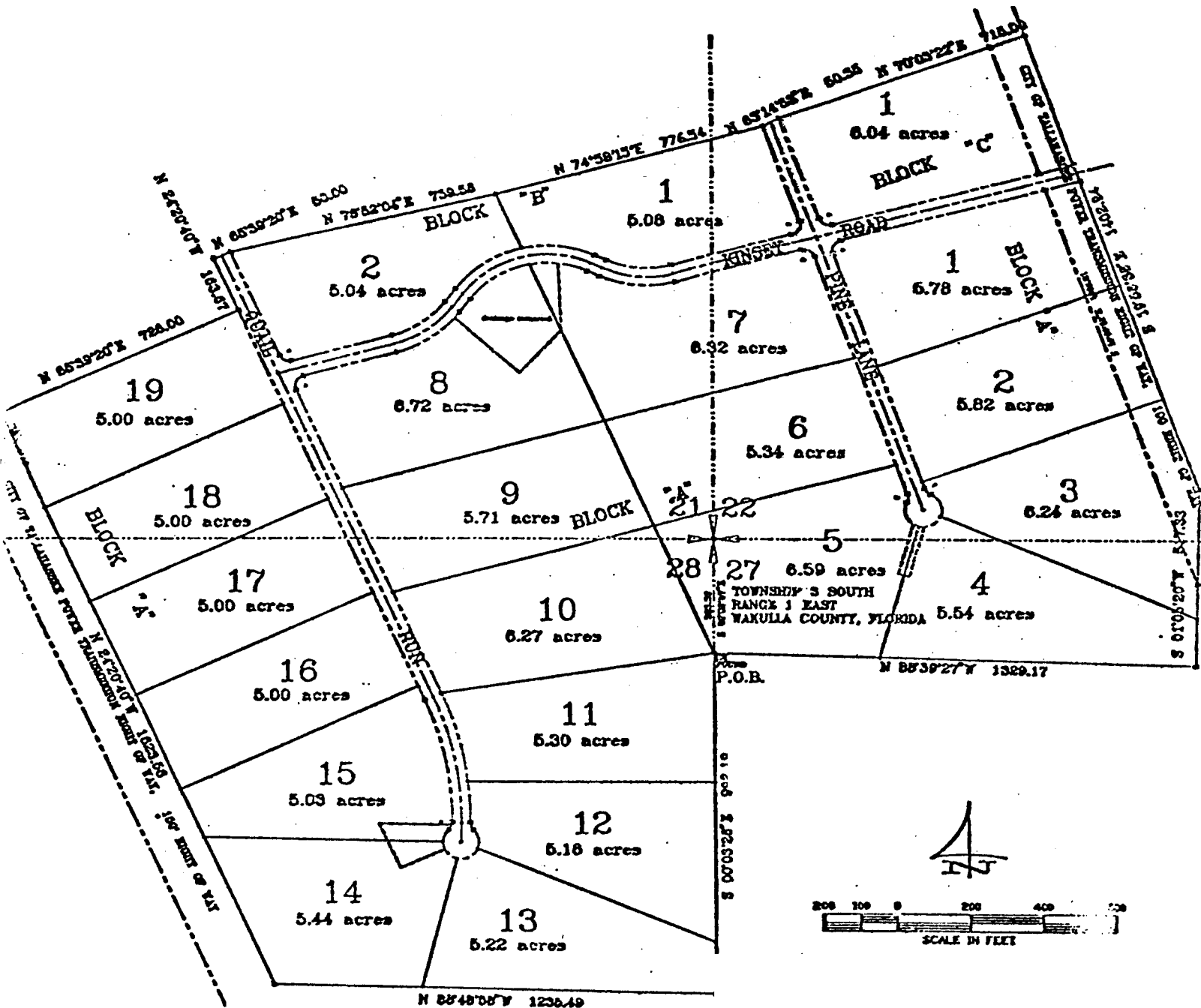
EXHIBIT "A"
SKETCH OF

BUCK FOREST

A SUBDIVISION OF PARTS OF SECTIONS 21, 22, 27 AND 28
TOWNSHIP 3 SOUTH; RANGE 1 EAST; WAKULLA COUNTY, FLORIDA

NOTES:

1. Bearings assumed from previous survey by BROWARD DAVIS & ASSOCIATES, INC.
2. Roadways shown on this plat as Quail Run, Kinsey Road and Pine Lane are common property.
3. The total land subdivided in this plat is 129.00 acres more or less.



PROMOT
BUCK FOREST
CLIENT
GODDARD
PARTNERS

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JOB NUMBER 82-020
P&R NUMBER 7064
SCALE 1" = 400'
DATE 22 DECEMBER 1988

BROWARD DAVIS & ASSOC., INC.
PLANNING • ENGINEERING • SURVEYING • DEVELOPMENT MANAGEMENT
2475 LAMAR DRIVE • P.O. BOX 10070 • TALLAHASSEE, FLORIDA 32307 • 904-485-7100