

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR CAMELOT TOWNHOMES**

THIS DECLARATION, is made this 28th day of July, 2004, by Turner Land Enterprises LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of that certain real property known as Camelot Townhomes as recorded in Plat Book 3, Pages 122, of the Public Records of Wakulla County, Florida. The Declarant desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property and to promote the recreational interest, health, safety and social welfare of each owner of a portion of the Property.

B. Declarant has created a non-profit association with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and limitations hereinafter set forth of maintaining and administering the Common Property and yards, as hereinafter defined, and collecting and disbursing the assessments and charges hereinafter created.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property 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 Property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, the Declarant and the owners of property within Camelot Townhomes.

**ARTICLE 1
DEFINITIONS**

Section 1.1 Defined terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(a) "Articles" shall mean the Articles of Incorporation for the Association.

(b) Assessment Charges shall mean all assessments provided in this Declaration currently owed together with any late fees, interest and costs of collection when delinquent, including attorney's fees.

(c) "Association" shall mean Camelot Townhome Owners' Association.

(d) "Board of Directors" shall mean the Board of Directors of the Association.

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(e) "Common Property" shall mean all of the Property except the Units and Common Roads, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners. The Common Property is not dedicated for use by the general public. The initial Common Property consists of the irrigation system, the mailboxes, the pool, entrance, poolhouse, and the landscaped areas and stormwater facilities.

(1) "Limited Common Property". Limited Common Property shall be defined as any grassed areas within a unit and the roof of the townhome unit. The owner of a townhome unit shall be entitled to the exclusive use of the Limited Common Property adjoining his unit, subject to the rights of the Association to maintain same.

(f) "Common Roads" shall mean and refer to the roads located within the Property, which roads and parking areas shall not be dedicated to the public except as herein provided.

(g) "Declarant" shall mean Turner Land Enterprises, LLC, its successors and assigns, or to any successor or assign of all or substantially all of its interests in the development of the Property.

(h) "Declaration" shall mean this Declaration of Easements, Covenants and Restrictions, as it may hereafter be amended from time to time.

(i) "General Assessment" shall mean an assessment required of all Owners, as further provided in Article VI and elsewhere in this Declaration.

(j) "Townhome" shall mean any residential dwelling constructed or to be constructed on or within any Unit.

(k) "Member" shall mean a person entitled to membership in the Association as provided in this Declaration.

(l) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Unit, including the buyer under a contract for deed.

(m) "Unit" shall mean any plot of land intended as a site for a Townhome and shown upon any duly recorded subdivision plat of the Property. Upon construction of a Townhome, the term "Unit" as used herein shall include the Townhome.

(n) "Unit Assessment" shall mean any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate solely to that Unit.

(o) "Quorum" shall mean a majority of the Members of the Association or Board of Directors, as applicable, present in person or by proxy, or such other number as may be provided for in the Bylaws.

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ARTICLE II

OWNERS ASSOCIATION

Section 2.1 Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Unit.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all owners, with the exception of Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such person shall be Members; however, the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. When title to a Unit is in a corporation, partnership, association, trust or other entity (with the exception of Declarant) such entity shall be subject to the applicable rules and regulations for such entities contained in the Book of Resolutions and Articles.

(b) Class B. The Class B Member shall be the Declarant, and the Declarant shall be entitled to three (3) votes for each Unit owned. Further, the Declarant shall have the right to elect a majority of the Board of Directors of the Association; so long as, the Declarant holds a Unit for sale in the ordinary course of business. After Declarant no longer holds a unit for sale in the ordinary course of business, the Class B Membership shall cease.

ARTICLE III

OWNER'S RIGHTS, RESPONSIBILITIES, AND EASEMENT

SECTION 3.1 Owner's Rights and Duties.

(a) Easements of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Property (subject to the use rights of Unit owners to Limited Common Property) and the Common Roads, which easements shall be appurtenant and shall pass with the title to every Unit.

(b) Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, Declaration and the rules of the Association, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests; or contract purchasers who reside on the Unit.

(c) Damage or Destruction by Owner. In the event any Common Roads, Common Property, facilities or personal property of the Association, or Declarant are damaged or destroyed by an Owner or any of his guests, tenants, invitee, agents, employees or members of his family as a result of negligence or misuse, such Owner hereby authorizes the Association to

repair the damaged area in a good and workmanlike manner, in accordance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall become a special Unit Assessment payable by the responsible Owner immediately upon receipt of a written invoice or statement.

Section 3.2 Common Roads.

(a) Title. Title to the Common Roads may be held in the name of Declarant, its assigns, or the Association and shall be maintained by the Association.

(b) Rules. Declarant, its successors and assigns shall have the right to adopt rules and regulations governing the use of the common roads.

(c) Dedication. Declarant in its sole discretion shall have the right to convey title to or dedicate the Common Roads to the Association, or to any public agency or authority having jurisdiction over such roadways.

Section 3.3 Utility Easements. Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property and all other property within Camelot Townhomes upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas, television cable or communication lines and systems, and police powers and service supplied by the local, state and federal governments.

Section 3.4 Encroachment. To the extent that any improvements constructed by the Declarant on or in any Unit encroach on any other Unit or Common Property, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid perpetual, exclusive easement for such encroachment shall exist.

Section 3.5 Common Walls. Each owner shall have the perpetual, nonexclusive right and easement to maintain and to use the interior of any wall of any Townhome which forms a party wall between that and any adjoining Unit for the attachment and support of such Owner's plants, shelves and other structures, provided such items do not significantly impair the structural integrity and waterproofing of the supporting wall.

Section 3.6 Adjoining Units. Each Owner of a Unit hereby grants to the owner of each adjoining Unit such easements over his Unit as may be reasonably necessary to maintain such adjoining Unit including but not limited to any Townhome Privacy wall or common wall. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Unit and related improvements. Each owner also grants to the Owner of each adjoining Unit an easement over such portion of his Unit as shall lie outside the exterior wall of his Townhome and shall abut the adjoining Unit, for reasonable ingress, egress and related use by the adjacent Unit Owner.

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ARTICLE IV

COMMON PROPERTY, YARDS AND SERVICES

Section 4.1 Common Property.

(a) Title. Declarant shall retain title to the Common Property until such time as it has completed the initial improvements thereto, and unless Declarant sooner conveys such Common property or any portion thereof to the Association by recorded instrument, all remaining Common Property shall be deemed conveyed to the Association, without further act or deed by Declarant, upon the date of final termination of Class B membership.

(b) Maintenance. The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and shall keep same in good, clean, attractive and sanitary condition and repair.

Section 4.2 Landscaping. In addition to the maintenance of the Common Property, the Association shall provide routine landscaping maintenance for yards in a manner and with such frequency as is consistent with good residential property management. Such maintenance shall include lawn mowing and maintenance and care (but not replacement) of trees, shrubs, grass and other similar green areas lying within the yards; but shall not include any other services.

Section 4.3 Exterior maintenance.

(a) Roof Maintenance and Repair. The Association shall maintain the roof and the Owner is responsible for any replacement thereof.

(b) Exterior Walls. It shall be the responsibility of the Association to pressure wash each units exterior once a year, or as needed.

(c) Other Exterior Maintenance. Each Owner is responsible for any exterior maintenance, including but not limited to glass surfaces, doors, screens and screen doors, exterior, door and window fixtures, terraces, patios and deck improvements, and Limited Common Property to the extent they are not maintained by the Association.

Section 4.4 Irrigation.

(a) Equipment. The lawn and landscape irrigation system serving the Property will be owned by the Association, including the pump, if any, all connecting lines and the sprinkler heads on each Unit, whether or not such system is located on the Property.

(b) Water Supply. Water for the irrigation of lawns and landscaping will be provided by the Association from sources determined by the Association in its discretion. The Association does not guarantee the factors, seasonal or weather created shortages and scheduled hours of availability. All owners are prohibited from digging wells for irrigation water or other purposes.

Section 4.5 Mailboxes. Mailboxes shall be provided and maintained by the Association, and no individual mailboxes shall be permitted on any Unit.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section. 5.1 Association Assessments.

(a) Creation of Assessment. Each Unit is subject to General Assessments by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and furnishing of services as set forth in this Declaration. As further described in Section 8 of this Article, the Board of Directors by majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations, including contingencies and reserve. The Board of Directors shall set the date or dates such assessments are due or payable, which may be annually or in monthly, quarterly or semi annual installments; provided however, that upon default in the payment of any one or more installments, the entire balance of such assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

(b) Amount of Assessment. General Assessments shall be assessed equally to each Unit, except that notwithstanding any provisions to the contrary, Declarant shall not be required to pay any General Assessment, whether annual or special, for any Unit which it owns until that Unit is first occupied.

Section 5.2 Special Assessment.

(a) By Meetings of the Board of Directors. In addition to the annual General Assessments, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Property an improvement upon the Common Property or yards, including fixtures and personal property related thereto, any portion of the exterior of the Townhomes provided any such assessment shall have been passed by a majority vote of the Board of Directors at a regular meeting or special meeting called for that purpose.

(b) Emergency Assessment. The Association may also levy a special assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association (including after depletion of reserves as provided in Section 6.8 of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted). Any such emergency assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 5.3 Unit Assessments. In addition to the assessment authorized above, the Board of Directors, by majority vote, shall from time to time levy a Unit Assessment against a particular Unit for the purpose of defraying, in whole or in part, the cost of any construction,

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reconstruction, repair or replacement of an improvement upon the specific Unit, or for any additional yard maintenance or special services to such Unit, the cost of which is included in the General Assessment.

Section 5.4 Commencement of Annual Assessment.

(a) Date of Commencement. The annual General Assessments provided for herein shall commence with respect to assessable Units on the day of occupancy of each unit. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual or special General Assessment charged to each Unit prorated to the day of closing on a per diem basis.

Section 5.5 Effect of nonpayment of Assessment; Remedies of the Association,

(a) Late Fees, Interest. Any assessment not paid within five (5) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

(b) Creation of Lien. All annual and special General Assessments, Unit Assessments shall, together with any late fee, interest and costs of collection when delinquent, including reasonable attorney's fees (together with the Assessment Charge), shall be a charge and continuing lien upon the Unit against which the assessment is made. The lien provided for in this Section, shall be perfected by the filing of a notice of lien in the Wakulla County, Florida public records in favor of the Association for the benefit of all Owners.

(c) Foreclosure. The Association may bring an action at law against the Owner or Owners personally obligated to pay such assessments or foreclose the lien against the Unit for the Assessment Charge in the manner provided below. The Association acting on behalf of the Owners, shall have the power to bid for an interest: in any Unit foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(d) Owner's Acceptance. The Assessment Charge shall also be the personal obligation of the person or entity which was the Owner of such Unit at the time when the assessment was levied and of each subsequent Owner thereof. Each Owner of a Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the assessments established or described in this Article. Each Owner, by his acceptance of title to a Unit, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner deemed to have granted to the Association a power of sale in

connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Unit.

(e) Subordination of the Lien to Mortgages. The lien of the Assessment charge shall be inferior and subordinate to the lien of any bank, savings and loan association or other recognized institutional lender holding a mortgage now or hereafter placed upon the Unit but only to the extent of the Mortgage balance outstanding as of the date the notice of an assessment lien was first recorded against the Unit, plus interest and reasonable costs of collection accruing thereafter. Sale or transfer of any Unit shall not affect the assessment lien, however, the sale or transfer of any Unit pursuant to foreclosure of such a Mortgage may extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

(f) Other Remedies. The Board of Directors by majority vote shall have the right to assess fines and to suspend the voting rights and the right to use the Common Property by an Owner for any period during which any assessment against his Unit that is more than thirty (30) days past due remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the other provisions of its rules and regulations or of the Declaration.

Section 5.6. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for an assessment, shall furnish to such Owner a certificate in writing setting forth whether such assessment has been paid. Such certificate, when co-signed by the Secretary of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.7. Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year.

(b) Preparation and Approval of Annual Budget. Commencing December 1 of the year in which a Unit is first conveyed to an Owner who is not the Declarant, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association, including without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering to the Owners of all services required hereunder. Such budget shall also include such reasonable amounts, as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's General Assessment as provided above.

(c) Reserves. The Association may maintain reserves for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of

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such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which shall be collected as part of the annual General Assessment as provided above. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members of the Association. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may at any time levy an emergency assessment in accordance with the provisions of this Article VI, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(d) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the fiscal period in the manner such payment was previously due until notified otherwise.

(e) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against the Owners may be co-mingled in a single fund.

Section 5.8. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessment, charges and liens created herein: (a) All properties dedicated to and accepted by a governmental body, agency or authority; (b) All Common Property; and (c) All Units owned by Declarant which have not been occupied.

Section 5.9 Real Estate Taxes. In the event the Common Property is taxed separately from the Units deeded to Owners, the Association shall include such taxes as part of the General Assessment. In the event the Common Property is taxed as a component of the value of the Unit owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to their becoming a lien on the property.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1 Construction Subject to Architectural Control. No construction, modification, alteration or improvement of any nature whatsoever, except for interior, alterations not affecting the external structure or appearance of any Townhome shall be undertaken on any Unit unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Review Board ("ARB").

Modifications subject to ARB approval specifically include, but are not limited to, painting (changing color) or other alteration of the exterior appearance of a Townhome (including doors, windows and roof), installation of antennas, satellite dishes or receivers, solar panels or other devices, fountains, swimming pools, whirlpools, or other pools, construction of privacy walls or any fences, patios, addition of awnings, gates, flower boxes, shelves statues, or other outdoor ornamental, patterned window coverings, any alteration of the landscaping or topography of the Property, including without limitation any cutting or removal of trees, planting or removal of plants and all other modifications, alterations or improvements visible from the Common Roads or other Units.

Section 6.2 Architectural Review Board. The Board of Directors of the Association shall establish an Architectural Review Board with not less than 3 members. The ARB shall meet quarterly, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the members of the ARB shall constitute a quorum for the transaction of business and the affirmative vote of a majority of those present, in person or by proxy, at a meeting of the ARB will constitute the action of the Board. The ARB is hereby empowered and authorized to formulate and promulgate architectural and landscaping regulations, specifications, procedures, guidelines, and policies to govern the review, approval, rejection, form, content, and provisions of all landscaping or architectural submissions. Such guidelines must be followed by all applicants submitting plans, which must be reviewed and approved by the ARB. The ARB may, in its sole discretion grant exceptions or variances from the guidelines. The ARB may refuse to grant exceptions or variances from the guidelines for any reason.

Section 6.3 Procedures.

(a) Application. The items to be submitted to the ARB for approval shall include (i) the construction plans and specifications, if any, including all proposed landscaping, (ii) an elevation or rendering of all proposed improvements, if any, and (iii) such other items as the ARB may deem appropriate. No construction on any Unit or the Property shall be commenced and no Unit shall be modified except in accordance with such plans or modification thereof that has been approved by separate application.

(b) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, the harmony of external design with surrounding structures, the effect of the construction on the appearance from surrounding Units, and all other factors, will affect the desirability or suitability of the proposed change.

(c) Uniform Procedures. The ARB may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit or compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ARB.

(d) Modification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof by the ARB in accordance with the procedures adopted by the ARB. In the event approval or disapproval is not forthcoming within thirty (30) days, unless an extension is agreed to by the applicant, the

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application shall be deemed approved and the construction of the improvements applied for may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respect to the other terms and provisions of this Declaration.

Section 6.4 Liability. Approval by the ARB of an application by an Owner shall not constitute a basis for any liability of the members of the ARB, the Association or Declarant for any reason including, without limitation (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII

USE OF PROPERTY

Section 7.1 Protective Covenants. In order to keep the property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

(a) Residential Use. Each Unit shall be used, improved and devoted exclusively to single-family residential use. Timeshare ownership of Units is not permitted. No short-term rentals (periods of less than 30 consecutive days) shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing a Townhome for long-term rental, subject to all of the provisions of the Declaration, Articles, Bylaws and rules and regulations of the Association.

(b) Occupancy of Units. No Townhome may be occupied at any time by a number of persons, including adults and minors, in excess of two (2) persons per bedroom.

(c) Nuisances: Other Improper Use. No nuisance shall be permitted to exist on any Unit or Common Property so as to be detrimental to any other Unit in the vicinity thereof or to its occupants, or to the Common Property. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Insurance. Nothing shall be done or kept in any Townhome yard or in the Common Property which will increase the rate of insurance for the Property or any other Unit, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Townhome, Yard or in the Common Property which will result in the cancellation of insurance on the Property or any other Unit, or the contents thereof, or which would be in violation of any law.

(e) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of

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maintenance, inspection, repair, replacement of the improvements within the Yards, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

(f) Pets. Pets may be kept by an Owner on his Unit but only if such pets do not constitute a nuisance on the Property. It shall be the responsibility of each member to remove and dispose of that member's pet waste from any common property. All pets must be held or kept leashed at all times that they are in the Common Property or Yards and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. No pets shall be tied or leashed in any yard or any of the Common Property so as to be visible from any Unit or any Common Property or roads. No dogs of a fighting breed or dogs kept for security may be kept outdoors, except in the presence of the owner. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their owners. The Association further reserves the right to demand that an Owner permanently remove from the Properties any and all pets which create disturbances or annoyances that constitute nuisances. The Association may adopt and implement regulations and rules governing pets within the property.

(g) Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Unit, house, common property or yard or from any window, unless expressed prior written approval of the size, shape, content, appearance and location has been obtained from the Board. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs on the property for the marketing, sale or rental of Units.

(h) Parking. The parking of any automobile upon any portion of the property is prohibited except in areas of the Units expressly provided for the same or as may be approved in writing by the Board of Directors. There shall be no on-street parking for any owner or guest or invitee. In addition, automobile parking on any Unit shall be limited to the reasonable number of automobiles appropriate to the residential use of that Unit. No boats or recreational vehicles may be stored or parked within the property. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the property. All parking within the property shall be in accordance with rules and regulations adopted by the Association.

(i) Clotheslines. No clotheslines or other clothes-drying facility shall be permitted in any of the yards or other portions of the property where it would be visible from any common road or any other Unit.

(j) Garbage and Trash Containers. All garbage must be placed in the community dumpsters in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the property shall be used for dumping refuse.

(k) Antennas and Other Devices. Unless prior written approval has been obtained from the Board of Directors and the ARB, no exterior radio or television antenna, satellite dish or other receiver or transmitting device, antenna or aerial, solar panel or other solar collector, windmill or any similar exterior structure or apparatus may be erected or maintained anywhere within the property.

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(l) Window Air Conditioners. No window air conditioning unit shall be installed in any of the Townhomes without the prior approval of the ARB.

(m) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Unit at any time, except temporary structures maintained by Declarant during the construction and marketing of the Townhomes.

(n) Water Supply and Sewage. No individual well or septic tank will be permitted on any Unit. No Owner shall obstruct or make any modification or alteration of the irrigation system without the prior approval of the ARB.

(o) Maintenance. The portions of the Townhome visible from other Units or Portions of the property, and all yards and entrances must be kept in an orderly and clean condition so as not to detract from the neat appearance of the Property. The Association, in its sole discretion, may determine whether or not the visible portions of the Townhomes and Yards satisfy this requirement. After ten (10) days written notice, the Association may have any objectionable items removed, repaired or replaced from the Townhome or Yard so as to restore its orderly appearance, without liability therefore, and charge the Owner for any costs incurred in the process.

(p) Trees. No trees shall be cut or removed from the Property without approval of the ARB.

(q) Building Restrictions Lines. No future construction or reconstruction of improvements within the Units shall vary materially from the locations and dimensions of the Townhomes as originally constructed thereon by Declarant without the prior approval of the ARB and Declarant. The ARB may, with Declarant's consent, vary the foregoing and any platted restriction lines, and may establish such further restriction lines for construction within the Property.

(r) Fences. Fences may be allowed with the approval of the ARB in certain common areas. All fences will be required to be uniform and the fences will be required to have gates with a minimum of four feet in width on both sides so that the landscape can be maintained by the Association.

Section 7.2 Amendments and Modifications. The Board of Directors and the ARB may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Townhomes, Units, Yards, Common Property and any facilities or services made available to the Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall be posted in a conspicuous place on the Property or furnished to each Owner.

Section 7.3 Compliance

(a) Owner's Responsibility. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants

to conform and abide by the rules and regulations in regard to the use of the Townhomes, Units, Common Property and yards which may be adopted in writing from time to time by the Board or Directors and the ARB, and to see that all persons using Owner's Unit with their consent by, through and under him do likewise.

(b) Violation. Upon violation of any of the rules or regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an owner, or his family, tenants, or guests, the Association may levy fines as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this Declaration, the Association or any owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees.

ARTICLE VIII

INSURANCE

Section 8.1 Types of Coverage.

(a) Insurance of Common Properties. The Board of Directors may obtain the following insurance as appropriate:

(i) Fire insurance on the Common Property and any improvements constructed thereon with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property; and

(ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain an endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once each year.

(b) Insurance of the Units. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Unit, including his Townhome and Yard, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Each Owner shall also obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of the Townhome including the roof (based upon replacement) and, upon request therefore, shall forward evidence of such insurance coverage together with evidence of payment of the most recent premium therefore to the Association. To the extent permitted by law, the Association may, upon a majority vote of the members, obtain group or master insurance or form any other mandatory or voluntary insurance pool for the Units and owners, the cost of which shall be assessed to each owner in the program as a Unit Assessment, according to each Unit's ratable share of the cost.

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DC, Brent Thurmond, WAKULLA County B:550 P:90

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Duration. This Declaration, as same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owners, and the Declarant, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date this Declaration is recorded in the public records of Wakulla County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each.

Section 9.2. Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners may, by a vote of 80% agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not agree such proceeds shall be added to the funds of the Association.

Section 9.3. Notices. Any notice required to be sent to the Owner of any Unit under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid or hand delivered to the Unit and to the last known address of the person who appears as Owner of such Unit on the records of the Association at the time of such mailing.

Section 9.4. Enforcement. In addition to the enforcement provision previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, Declarant (as long as it holds any interest in the Property), by any Owner of any interest in a unit by a proceeding at law or in equity against any person or entity violating or attempting to violate same, either to restrain violation or to recover damages, and against his or its Unit to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 9.5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as an integral part of Camelot Townhomes.

Section 9.6 Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

Section 9.7 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine or neuter gender and the use of

the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.8 Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors and the ARB.

Section 9.9 Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by Owners holding seventy five percent (75%) of the total voting power in the Association, either in person or by proxy at a duly called meeting, or by written consent without a meeting in a manner permitted by law, which amendment shall become effective upon its filing in the public records of Wakulla County, Florida; provided however that:

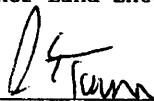
(a) As long as Declarant is an Owner of any unoccupied Unit, no amendment shall become effective without the written consent of Declarant.

(b) Declarant specifically reserves the absolute and unconditional right so long as it owns any of the Property to amend this Declaration without the consent or joinder of any party (1) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guaranty, insurance, endorsement or purchase and sale of home loan mortgages of (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies of (iii) to clarify the provisions hereof.

(c) Turner Land Enterprises, LLC and Doug Turner and Fred Turner and/or any other entity owned by Doug Turner and/or Fred Turner is specifically granted the right to add property contiguous to the property defined herein to this Declaration of Covenants, Restrictions and Easements for Camelot Townhomes. Such additional property shall be subsequent phases of Camelot Townhomes, and the owners of such additional property shall have the same rights and obligations and be bound by the terms and conditions of the Declaration of Covenants, Restrictions and Easements for Camelot Townhomes.

Inst:0000213988 Date:08/02/2004 Time:14:41
_____, DC, Breat Tharmond, WAKULLA County B:550 P:92

DEVELOPER/DECLARANT
Turner Land Enterprises, LLC



By: Douglas E. Turner
Its: Managing Member

Witnesses:

Crystal Hayes
Pam Wilson

STATE OF FLORIDA
COUNTY OF Leon

BEFORE ME, the undersigned authority, this day personally
appeared Douglas E. Turner, as Manager, of
Turner Land Enterprises LLC,

[Signature] who is personally known to me or

_____ who showed _____ as proof of
identification and who did not take an oath,

to be the person(s) described in the foregoing instrument, and
he/she/they acknowledge the execution thereof to be his/her/their free
act and deed for the uses and purposes therein expressed, on behalf of
said corporation.

WITNESS my hand and official seal this 28th day of July,
2004.

NOTARY PUBLIC
Print Name:

Dawn M. Hammitt
Dawn M. Hammitt
My Commission expires:

(SEAL)



Inst:0000213988 Date:08/02/2004 Time:14:41
DC, Brent Thurmond, WAKULLA County B:550 P:93

This document was prepared by:
Benjamin B. Bush, Esq.
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
Matter No.: 05.2361

Inst:0000229401 Date:09/01/2005 Time:16:56
DC, Brent Thurmond, WAKULLA County B:613 P:32

**FIRST AMENDMENT ADDING ADDITIONAL PROPERTY TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR CAMELOT
TOWNHOMES**

**This FIRST AMENDMENT ADDING ADDITIONAL PROPERTY TO DECLARATION
OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR CAMELOT TOWNHOMES**
(hereinafter referred to as "First Amendment") is made this 2nd day of June, 2005, by **TURNER LAND
ENTERPRISES, LLC**, a Florida limited liability company, whose mailing address is 508-A Capital
Circle, S.E., Tallahassee, Florida 32301 (hereinafter referred to as "Declarant").

STATEMENT OF PRELIMINARY FACTS

- A. The Declarant has caused that certain DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CAMELOT TOWNHOMES (the "Declaration") to be recorded in Official Records Book 550, at Page 77 of the Public Records of Wakulla County, Florida, with respect to Phase I of *CAMELOT*; as depicted on the plat recorded in Plat Book 3, at Page 122 in the Public Records of Wakulla County, Florida ("Phase I Property"); and
- B. The Declarant desires to amend the Declaration pursuant to Article IX, Section 9.9(c) of the Declaration to add that certain property depicted on the plat recorded in Plat Book 4, at Page 9 in the Public Records of Wakulla County, Florida ("Phase II Property"); and
- C. The Phase I Property and the Phase II Property are contiguous to one another.

TERMS OF AMENDMENTS

In consideration of \$10.00 and other good and valuable consideration, and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in *CAMELOT*, the Declarant does hereby amend the Declaration as follows:

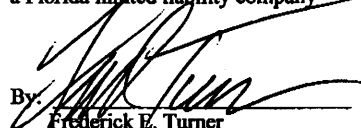
1. The Declaration is hereby supplemented in accordance with Article IX, Section 9.9 (c) to add additional property to *CAMELOT*. The property depicted on Plat Book 4, at Page 9, in the Public Records of Wakulla County, Florida, and described on the attached Exhibit "A" is hereby brought within the scheme of the Declaration and made a part of the Subdivision. The definition of Subdivision reflected in Article One of the Declaration is hereby amended to include the property described on the attached Exhibit "A". The property described on the attached Exhibit "A" consists of 25 currently platted Lots, a roadway and utilities system, and is generally referred to as *CAMELOT PHASE II*.
2. The annual assessments for the *CAMELOT PHASE II* will begin as and when the Lots are improved with houses and sold.

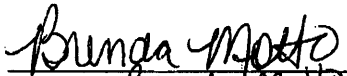
IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed as of the day and year first above written.

WITNESSES:

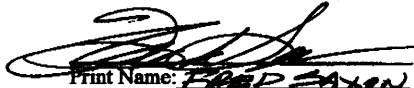
TURNER LAND ENTERPRISES, LLC,
a Florida limited liability company



Print Name: Fred Saxen

By: 
Frederick E. Turner
Its: Manager


Print Name: Brenda Motto

By: 
Doug E. Turner
Its: Manager

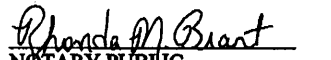

Print Name: Fred Saxen


Print Name: Brenda Motto

STATE OF FLORIDA,
COUNTY OF LEON.

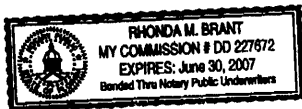
The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by Frederick E. Turner as Manager of Turner Land Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

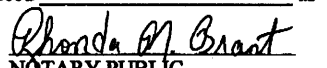



NOTARY PUBLIC
Print Name: Rhonda M. Brant
My Commission Expires: 6-30-07

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 2nd day of June, 2005, by Douglas E. Turner as Manager of Turner Land Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.




NOTARY PUBLIC
Print Name: Rhonda M. Brant
My Commission Expires: 6-30-07

JOINDER

Pursuant to that certain Plat recorded in Plat Book 4, Page 9 of the Public Records of Wakulla County, Florida ("the Plat"), Camelot Phase II, Inc., Florida corporation, is the owner of those certain Open Space areas and Sir Lancelot Way and King Authur's Court roadways as shown on the Plat. As owner of said Open Space HOA areas ("Open Space") and Sir Lancelot Way and King Authur's Cout roadways ("Roadways"), Camelot Phase II, Inc. hereby joins in and consents to the above First Amendment Adding Additional Property to Declaration of Covenants, Restrictions, and Easements for Camelot Townhomes and imposes upon said Open Space and Roadways all of the covenants, conditions, restrictions and easements provided therein.

Date: August 26th, 2005

WITNESSES:

Kacey L. Fields
Printed Name: Kacey L. Fields

CAMELOT PHASE II, Inc.,
a Florida corporation

Benjamin B. Bush
Printed Name: Benjamin B. Bush

By: *David B. Copeland*
David B. Copeland
Its: President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Joinder was acknowledged before me this 26th day of August, 2005, by David B. Copeland as President of Camelot Phase II, Inc., a Florida corporation, on behalf the corporation. He is personally known to me or has produced driver's license as identification.



Benjamin B. Bush
MY COMMISSION # DC395461 EXPIRES
February 10, 2009
BONDED THROUGH FARM INSURANCE, INC.

Benjamin B. Bush
NOTARY PUBLIC, State of Florida
Print Name: Benjamin B. Bush
My Commission Expires: Feb, 10, 2009

Inst:0000229401 Date:09/01/2005 Time:16:56
DC, Brent Thurmond, WAKULLA County B:613 P:34

Exhibit "A"

Commodore Commons Lot 36, a subdivision as per map or plat thereof as recorded in Plat Book 3, Page 99 of the Public Records of Wakulla County, Florida and being more particularly described as follows:

Begin at a concrete monument (marked #7160) marking the Northeast corner of Lot 17 of Commodore commons a subdivision as per map or plat thereof as recorded in Plat Book 3, Page 99 of the Public Records of Wakulla County, Florida said point also lying on the Southerly right-of-way boundary of Country Way said point also lying on a curve concave to the Northerly. From said POINT OF BEGINNING run Easterly along said right-of-way boundary and curve having a radius of 260.00 feet, through a central angle of 53 degrees 33 minutes 24 seconds for an arc distance of 43.03 feet, chord being North 81 degrees 44 minutes 41 seconds East 234.28 feet to a re-rod (marked #7160), thence leaving said right-of-way boundary run South 35 degrees 02 minutes 01 seconds East 251.68 feet to a re-rod (marked #7160), thence run South 72 degrees 29 minutes 22 seconds West 591.75 feet to a re-rod (marked #7160), thence run North 18 degrees 30 minutes 20 seconds East 381.00 feet to the POINT OF BEGINNING containing 3.13 acres more or less.

SUBJECT TO a 20.00 foot utility easement lying over the Easterly 10.00 feet thereof.

ALSO SUBJECT TO a 20.00 foot drainage easement lying over the Southerly 20.00 feet thereof.

ALSO SUBJECT TO a 10.00 foot utility easement lying over the Northerly 10.00 feet thereof.

Inst:0000229401 Date:09/01/2005 Time:16:56
DC, Brent Thurmond, WAKULLA County B:613 P:35