

Inst: 235874 Date:02/07/2006 Time:02:03 PM JMATTSON DC, Brent Thurmond,
WAKULLA County B: 638 P: 893 - 902

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
CENTURY PARK

THIS DECLARATION, made and executed this 21st day of December, 2005 by Annie's Square, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Wakulla County, Florida, and more particularly described in Exhibit "A" which is attached and made a part of this Declaration.

WHEREAS, Developer has caused the property to be developed as an recorded subdivision known as "Century Park", said subdivision be divided into fifteen (15) separate lots or parcels in substantial accordance with the map or plat of Century Park attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Developer wishes to create, establish and impose upon and for the property certain protective covenants and easements which shall run with the land.

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the land 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Century Park property Owners Association, Inc., (a Florida not-for-profit corporation, which Developer has formed), 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 of the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Unless otherwise specifically provided herein, "Common Area" shall mean real property (including the improvements thereto) owned by the Association (if any), for the common use and enjoyment of the owners, together with such property within Century Park as is subject to roadway and/or utilities easement granted by the Developer in favor of the Developer, the Association or Lot owners.

Section 5. Unless otherwise specifically provided herein, "Lot" shall mean and refer to each of the respective parcels of land located within the Property, as shown in "Exhibit B".

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 of an Owner for any period during which any assessment against his Lot remains delinquent, 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 (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in accordance with By-Laws of the Association, his right of enjoyment to the Common Area and facilities to his tenants or contract purchasers who have the use of the property.

Section 3. Rules and Regulations. The Board of Directors of the Association may adopt rules and regulations governing the use and maintenance of the Common Area. Such rules and regulations may include the designation of areas for garbage and refuse deposit and collection.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Each lot owner within said subdivision shall be a member of this corporation, with each lot being entitled to one vote, with a majority of the lots constituting a quorum, and with all business of the corporation being transacted upon a majority vote of the lots constituting said quorum or being otherwise present.

ARTICLE IV

COVENANTS FOR MAINTANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 assumed by them.

Section 2. Exemptions from Assessment. All properties owned by the Association shall be exempt from assessments.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance in a first class condition of the Common Area, including roadways fountains, lighting facilities, irrigation, landscaping and appurtenances thereto and facilities thereof, including fencing. The Association may also purchase such property and/or liability insurance covering the Association in regard to the Common Areas and the storm water control facility as the Board of Directors deems necessary or desirable.

Section 4. Annual Assessments. Assessments shall commence and become due on January 1, 2007 and shall be \$800.00 per lot. Assessments shall be paid on the first day of January of each respective year. The Board of Directors shall fix the amount of the annual assessment at least 30 days prior to each annual assessment period and notify the owners by written notice. Changes in the amount of the assessment must be approved by 80% of the lot owners.

Section 5. Covenant for Maintenance. The Association shall at all times maintain the Common Area in good condition and repair. Each owner covenants with the Association to refrain from causing unusual or unreasonable excessive "wear and tear" or deterioration to any portion of Common Area.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18.00%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or 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 or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. 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 become 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 8. Public Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE V

EASEMENTS

Section 1. Easements for Drainage. The Developer hereby grants, establishes and creates a non-exclusive perpetual easement to and on behalf of the Developer, the Association, the Owners, their respective grantees, heirs and successors for the drainage purposes over, under and across all Common Areas, for the purpose of discharging all surface and storm water over, across and under said Common Areas. This easement shall be perpetual and shall survive the termination of the restrictions and covenants of this Declaration.

Section 2. Cross Easements. All owners shall establish cross easement for both foot and vehicle traffic between their lot and adjoining lots within the property. Lot owners are strongly encouraged to establish cross easements adjacent land owners outside the property.

ARTICLE VI

ARCHITECTURAL CONTROL

The Developer, in the interest of protecting the value and aesthetic integrity of Century Park and the Property located herein declares that the design, construction and maintenance of any and all improvements of and to all of the fifteen (15) Lots within the property as depicted on "Exhibit A" shall be undertaken only in accordance with the standards of design and construction hereinafter stated.

Section 1. Architectural Control Committee. No building, structure or other improvement shall be erected, placed, altered or maintained or permitted to remain on any of the Properties unless drawings and specifications, signed by the proposed occupant of the site, or his authorized representative, have been submitted to and approved in writing by an Architectural Control Committee. The Architectural Control Committee shall be composed of Developer, the only voting member, and such other non voting members that the Developer may choose to appoint. The Developer will leave the Architectural Committee after the last Lot has sold and voting rights shall pass to the other Committee members. Neither the Developer nor Committee members shall be entitled to any compensation for services performed pursuant to this covenant. In the event of Developer's death the other members of Annie's Square LLC or Developer's heirs shall have full authority to designate a successor voting member of this committee.

Section 2. Required Drawings and Submittals. Prior to the commencement of any improvements upon any Lot one (1) full set of final construction documents, plans, and specifications shall be submitted to the committee for its review. Drawings shall include:

- (a) a Plot Plan showing proposed land contouring or grades, including storm water control, buildings, parking areas, loading facilities, access ways, other paved areas, landscaping and planting areas and indicating proposed facilities for irrigation;
- (b) Construction Plans for all floors;
- (c) Elevations of the building showing all exterior views;
- (d) Construction plans for exterior signs.

Section 3. Specifications. Specifications submitted to the Committee shall describe in detail the types of construction and materials to be used. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures; effective location and use of improvements in relation to neighboring sites; relation of finished ground elevations of the site being improved to that of neighboring sites; and conformity of the plans and specifications with the intent of the Developer general plan of development of Century Park and of these covenants.

Section 4. Sidewalks. Construction plans must include Owners plan for four (4) foot sidewalks for that portion of their Lot that abuts Preston Drive. Owners of Lots two (2), three (3), and four (4) must install sidewalks along the access easement adjoining their lots as depicted in Exhibit "B". Developer will provide a sidewalk for the portion of the holding pond area that abuts Preston Drive.

Section 5. Paving Materials. All driveways and parking areas shall be paved with asphalt, concrete with exposed aggregate, colored concrete, brick pavers, asphaltic pavers, or precast concrete pavers, and such paving shall be installed in accordance with the accepted industry standards.

Section 6. Approval. In the event the Architectural Control Committee, or its designated representative, fails either to approve or disapprove the building plans and specifications within thirty (30) working days after complete plans and specifications

have been delivered to the Committee, it shall be conclusively presumed that the Committee has approved said plans and specifications.

Section 7. Liability. Neither the Committee, the Association nor the designated representative of the committee shall be liable in damage to anyone submitting plans for approval, or to any owner or occupant of land affected by this Developer, by reason of mistakes in judgment, negligence or non feausance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Committee for approval agrees by submission of such plans, and every owner of any said property agrees by acquiring title thereto, that he will not bring any action or suit against the Board, or its designated committee, to recover any such damages.

Section 8. Change Orders. Any change or revision to the exterior of an approved submittal, including the parking, landscaping, or on-site signs, must be submitted to the Committee for approval. All change orders pertaining solely to building interiors need not be submitted.

ARTICLE VII

LANDSCAPING

Section 1. Required Landscaping. Prior to construction a landscaping plan must be submitted for approval to the Architectural Committee. The plan must include the use of trees and plants that are consistent with and complimentary to the landscaping within the Common Areas. Landscaping must be completed within ninety (90) days of occupancy or substantial completion of any building whichever comes first, in accordance with the landscaping plans.

Section 2. Landscaping within the Common Areas. All landscaping within the Common Areas shall be maintained by the Association.

Section 3. Landscaping on Individual Lots or Parcels. All landscaping installed by individual owners on individual lots or parcels shall be maintained by said owners.

Section 4. Maintenance of Landscaping. All landscaping shall be maintained in a fashion that will ensure that the plantings will thrive and that will prevent landscape materials from becoming a nuisance or an eyesore.

Section 5. Irrigation. Developer will sink an irrigation well and stub PVC drops to all lots. Lot owners will be required to connect to these drops for irrigation purposes. In addition to irrigating the landscaping on their lot, owners will be required to irrigate the vegetation on the common area adjoining their lot. To insure consistency in pressure Lot owners will be assigned an irrigation time. At their expense they will secure and operate an automatic timer to insure that irrigation will be done at their assigned time.

ARTICLE VIII

MAINTENANCE

Section 1. Exterior Maintenance. In the event an Owner of any Lot shall fail to maintain the premise and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation) through its agents, employees or independent contractors to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance and/or repair shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Maintenance of the Common Areas. The Association shall maintain all Common Areas and landscaping.

Section 3. Maintenance of the Storm Water Control Facility. It shall be the responsibility of the Association to maintain the Storm water Control Facility serving the Lots within Century Park, together with and including any filtration system thereof and landscaping and/or fencing thereto. This maintenance shall be perpetual and shall survive the termination of the restrictions and covenants of this Declaration.

ARTICLE IX

CONSTRUCTION OPERATIONS

After commencement of construction of any improvement on a Lot, the work shall be diligently prosecuted so that the improvements shall not remain in a partially finished condition any longer than reasonably necessary for the completion thereof.

ARTICLE X

SIGNS

Section 1. Entrance Signs. Developer will install a sign at the intersections of Preston Drive and Highway 319 identifying all business within Century Park.

Section 2. Sign Approvals. No sign, outdoor advertising or identification on buildings or building sites shall be erected, maintained or allowed to remain on the Property or any Lot therein unless the size, design, color, and location of the same is approved in writing by the Architectural Control Committee.

Section 3. Maintenance of Signs. It shall be the responsibility of the Lot Owners to maintain all signs on individual Lots or parcels. The maintenance of Entrance Signs, Directory Signs and Traffic Signs within the Common Area shall be the responsibility of the Association.

Section 4. Sign Criteria. Signs must be placed on the buildings themselves and not on the grounds.

Section 5. Nature of Message. Unless specifically approved otherwise by the Architectural Control Committee the signs will be limited to the name of the business and the nature of its service or business.

Section 6. Exemption of Real Estate Signs. Real Estate signs of no more than six (6) square feet may be placed on individual lots by the Developer indicating their availability.

ARTICLE XI

NUISANCES

No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the remaining Owners or any of them.

ARTICLE XII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time for residential or business purposes, either temporarily or permanently. This shall not, however, prevent or preclude the use during construction of a building of a contractor's storage shed or facility.

ARTICLE XIII

UTILITIES

All connections for utilities including, but not limited to water, sewer, electricity, and telephone shall be located underground, unless otherwise approved by the Architectural Control Committee.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

Section 1. Disposal of Refuse. No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, paper, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner and in such locations acceptable to the Architectural Control Committee.

Section 2. Enclosures. Trash and garbage receptacles shall be located in an inconspicuous location and shall be screened from view with an opaque enclosure durable enough to withstand periodic servicing of the container. The exterior of this enclosure shall be landscaped.

Section 3. Maintenance. All equipment for the storage or disposal of trash and garbage shall be kept in a clean and sanitary condition.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, the Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, powers, easements, liens and charges granted or imposed by the provisions of the Declaration. Failure to enforce any of the provisions herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any provision of this instrument by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless eighty (80) percent of the Owners elect not to have the covenants and restrictions automatically extended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Kristine Darnell
Mary S. Varga

Annie's Square LLC

W. Steven Brown
W. Steven Brown
Single Member

STATE OF FLORIDA
COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. Steven Brown, who acknowledged that the respectively executed the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CENTURY PARK.

WITNESS my hand and official seal in the County and State named above this 7th Day of February, A.D. 2006.

Kristine Darnell
NOTARY PUBLIC
My Commission Expires



Inst: 237475 Date:03/15/2006 Time:11:06 AM DRICHARDSON DC, Brent Thurmond,
WAKULLA County B: 645 P: 557 - 568

**Amended
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
CENTURY PARK**

THIS DECLARATION, made and executed this 15 day of March, 2006 by Annie's Square, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Wakulla County, Florida, and more particularly described in Exhibit "A" which is attached and made a part of this Declaration.

WHEREAS, Developer has caused the property to be developed as an recorded subdivision known as "Century Park", said subdivision be divided into fifteen (15) separate lots or parcels in substantial accordance with the map or plat of Century Park attached hereto as Exhibit "B" and made a part hereof, and

WHEREAS, Developer wishes to create, establish and impose upon and for the property certain protective covenants and easements which shall run with the land.

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the land 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Century Park property Owners Association, Inc., (a Florida not-for-profit corporation, which Developer has formed), 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 of the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Unless otherwise specifically provided herein, "Common Area" shall mean real property (including the improvements thereto) owned by the Association (if any), for the common use and enjoyment of the owners, together with such property within Century Park as is subject to roadway and/or utilities easement granted by the Developer in favor of the Developer, the Association or Lot owners.

Section 5. Unless otherwise specifically provided herein, "Lot" shall mean and refer to each of the respective parcels of land located within the Property, as shown in "Exhibit B".

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas 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 of an Owner for any period during which any assessment against his Lot remains delinquent, 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 (no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded); and

Section 2. Delegation of Use. Any Owner may delegate, in accordance with By-Laws of the Association, his right of enjoyment to the Common Area and facilities to his tenants or contract purchasers who have the use of the property.

Section 3. Rules and Regulations. The Board of Directors of the Association may adopt rules and regulations governing the use and maintenance of the Common Area. Such rules and regulations may include the designation of areas for garbage and refuse deposit and collection.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Each lot owner within said subdivision shall be a member of this corporation, with each lot being entitled to one vote, with a majority of the lots constituting a quorum, and with all business of the corporation being transacted upon a majority vote of the lots constituting said quorum or being otherwise present.

ARTICLE IV

COVENANTS FOR MAINTANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 assumed by them.

Section 2. Exemptions from Assessment. All properties owned by the Association shall be exempt from assessments.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance in a first class condition of the Common Area, including roadways fountains, lighting facilities, irrigation, landscaping and appurtenances thereto and facilities thereof, including fencing. The Association may also purchase such property and/or liability insurance covering the Association in regard to the Common Areas and the storm water control facility as the Board of Directors deems necessary or desirable.

Section 4. Annual Assessments. Assessments shall commence and become due on January 1, 2007 and shall be \$800.00 per lot. Assessments shall be paid on the first day of January of each respective year. The Board of Directors shall fix the amount of the annual assessment at least 30 days prior to each annual assessment period and notify the owners by written notice. Changes in the amount of the assessment must be approved by 80% of the lot owners.

Section 5. Covenant for Maintenance. The Association shall at all times maintain the Common Area in good condition and repair. Each owner covenants with the Association to refrain from causing unusual or unreasonable excessive "wear and tear" or deterioration to any portion of Common Area.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18.00%) per annum or at such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or 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 or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. 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 become 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 8. Public Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE V

EASEMENTS

Section 1. Easements for Drainage. The Developer hereby grants, establishes and creates a non-exclusive perpetual easement to and on behalf of the Developer, the Association, the Owners, their respective grantees, heirs and successors for the drainage purposes over, under and across all Common Areas, for the purpose of discharging all surface and storm water over, across and under said Common Areas. This easement shall be perpetual and shall survive the termination of the restrictions and covenants of this Declaration.

Section 2. Cross Easements. All owners shall establish cross easement for both foot and vehicle traffic between their lot and adjoining lots within the property. Lot owners are strongly encouraged to establish cross easements adjacent land owners outside the property.

ARTICLE VI

ARCHITECTURAL CONTROL

The Developer, in the interest of protecting the value and aesthetic integrity of Century Park and the Property located herein declares that the design, construction and maintenance of any and all improvements of and to all of the fifteen (15) Lots within the property as depicted on "Exhibit A" shall be undertaken only in accordance with the standards of design and construction hereinafter stated.

Section 1. Architectural Control Committee. No building, structure or other improvement shall be erected, placed, altered or maintained or permitted to remain on any of the Properties unless drawings and specifications, signed by the proposed occupant of the site, or his authorized representative, have been submitted to and approved in writing by an Architectural Control Committee. The Architectural Control Committee shall be composed of Developer, the only voting member, and such other non voting members that the Developer may choose to appoint. The Developer will leave the Architectural Committee after the last Lot has sold and voting rights shall pass to the other Committee members. Neither the Developer nor Committee members shall be entitled to any compensation for services performed pursuant to this covenant. In the event of Developer's death the other members of Annie's Square LLC or Developer's heirs shall have full authority to designate a successor voting member of this committee.

Section 2. Required Drawings and Submittals. Prior to the commencement of any improvements upon any Lot one (1) full set of final construction documents, plans, and specifications shall be submitted to the committee for its review. Drawings shall include:

- (a) a Plot Plan showing proposed land contouring or grades, including storm water control, buildings, parking areas, loading facilities, access ways, other paved areas, landscaping and planting areas and indicating proposed facilities for irrigation;
- (b) Construction Plans for all floors;
- (c) Elevations of the building showing all exterior views;
- (d) Construction plans for exterior signs.

Section 3. Specifications. Specifications submitted to the Committee shall describe in detail the types of construction and materials to be used. Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures; effective location and use of improvements in relation to neighboring sites; relation of finished ground elevations of the site being improved to that of neighboring sites; and conformity of the plans and specifications with the intent of the Developer general plan of development of Century Park and of these covenants.

Section 4. Sidewalks. Construction plans must include Owners plan for four (4) foot sidewalks for that portion of their Lot that abuts Preston Drive. Owners of Lots two (2), three (3), and four (4) must install sidewalks along the access easement adjoining their lots as depicted in Exhibit "B". Developer will provide a sidewalk for the portion of the holding pond area that abuts Preston Drive.

Section 5. Paving Materials. All driveways and parking areas shall be paved with asphalt, concrete with exposed aggregate, colored concrete, brick pavers, asphaltic pavers, or precast concrete pavers, and such paving shall be installed in accordance with the accepted industry standards.

Section 6. Approval. In the event the Architectural Control Committee, or its designated representative, fails either to approve or disapprove the building plans and specifications within thirty (30) working days after complete plans and specifications

have been delivered to the Committee, it shall be conclusively presumed that the Committee has approved said plans and specifications.

Section 7. Liability. Neither the Committee, the Association nor the designated representative of the committee shall be liable in damage to anyone submitting plans for approval, or to any owner or occupant of land affected by this Developer, by reason of mistakes in judgment, negligence or non feasant arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Committee for approval agrees by submission of such plans, and every owner of any said property agrees by acquiring title thereto, that he will not bring any action or suit against the Board, or its designated committee, to recover any such damages.

Section 8. Change Orders. Any change or revision to the exterior of an approved submittal, including the parking, landscaping, or on-site signs, must be submitted to the Committee for approval. All change orders pertaining solely to building interiors need not be submitted.

ARTICLE VII

LANDSCAPING

Section 1. Required Landscaping. Prior to construction a landscaping plan must be submitted for approval to the Architectural Committee. The plan must include the use of trees and plants that are consistent with and complimentary to the landscaping within the Common Areas. Landscaping must be completed within ninety (90) days of occupancy or substantial completion of any building whichever comes first, in accordance with the landscaping plans.

Section 2. Landscaping within the Common Areas. All landscaping within the Common Areas shall be maintained by the Association.

Section 3. Landscaping on Individual Lots or Parcels. All landscaping installed by individual owners on individual lots or parcels shall be maintained by said owners.

Section 4. Maintenance of Landscaping. All landscaping shall be maintained in a fashion that will ensure that the plantings will thrive and that will prevent landscape materials from becoming a nuisance or an eyesore.

Section 5. Irrigation. Developer will sink an irrigation well and stub PVC drops to all lots. Lot owners will be required to connect to these drops for irrigation purposes. In addition to irrigating the landscaping on their lot, owners will be required to irrigate the vegetation on the common area adjoining their lot. To insure consistency in pressure Lot owners will be assigned an irrigation time. At their expense they will secure and operate an automatic timer to insure that irrigation will be done at their assigned time.

ARTICLE VIII

MAINTENANCE

Section 1. Exterior Maintenance. In the event an Owner of any Lot shall fail to maintain the premise and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation) through its agents, employees or independent contractors to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance and/or repair shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Maintenance of the Common Areas. The Association shall maintain all Common Areas and landscaping.

Section 3. Maintenance of the Storm Water Control Facility. It shall be the responsibility of the Association to maintain the Storm water Control Facility serving the Lots within Century Park, together with and including any filtration system thereof and landscaping and/or fencing thereto. This maintenance shall be perpetual and shall survive the termination of the restrictions and covenants of this Declaration.

ARTICLE IX

CONSTRUCTION OPERATIONS

After commencement of construction of any improvement on a Lot, the work shall be diligently prosecuted so that the improvements shall not remain in a partially finished condition any longer than reasonably necessary for the completion thereof.

ARTICLE X

SIGNS

Section 1. Entrance Signs. Developer will install a sign at the intersections of Preston Drive and Highway 319 identifying all business within Century Park.

Section 2. Sign Approvals. No sign, outdoor advertising or identification on buildings or building sites shall be erected, maintained or allowed to remain on the Property or any Lot therein unless the size, design, color, and location of the same is approved in writing by the Architectural Control Committee.

Section 3. Maintenance of Signs. It shall be the responsibility of the Lot Owners to maintain all signs on individual Lots or parcels. The maintenance of Entrance Signs, Directory Signs and Traffic Signs within the Common Area shall be the responsibility of the Association.

Section 4. Sign Criteria. Signs must be placed on the buildings themselves and not on the grounds.

Section 5. Nature of Message. Unless specifically approved otherwise by the Architectural Control Committee the signs will be limited to the name of the business and the nature of its service or business.

Section 6. Exemption of Real Estate Signs. Real Estate signs of no more than six (6) square feet may be placed on individual lots by the Developer indicating their availability.

ARTICLE XI

NUISANCES

No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the remaining Owners or any of them.

ARTICLE XII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time for residential or business purposes, either temporarily or permanently. This shall not, however, prevent or preclude the use during construction of a building of a contractor's storage shed or facility.

ARTICLE XIII

UTILITIES

All connections for utilities including, but not limited to water, sewer, electricity, and telephone shall be located underground, unless otherwise approved by the Architectural Control Committee.

ARTICLE XIV

GARBAGE AND REFUSE DISPOSAL

Section 1. Disposal of Refuse. No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, letter, leaves, limbs, or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers installed in such a manner and in such locations acceptable to the Architectural Control Committee.

Section 2. Enclosures. Trash and garbage receptacles shall be located in an inconspicuous location and shall be screened from view with an opaque enclosure durable enough to withstand periodic servicing of the container. The exterior of this enclosure shall be landscaped.

Section 3. Maintenance. All equipment for the storage or disposal of trash and garbage shall be kept in a clean and sanitary condition.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, the Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, powers, easements, liens and charges granted or imposed by the provisions of the Declaration. Failure to enforce any of the provisions herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any provision of this instrument by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless eighty (80) percent of the Owners elect not to have the covenants and restrictions automatically extended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Kristine Darnell
~~Kristine Darnell~~
Megan D. Knight
~~Megan D. Knight~~
Megan Knight

Annie's Square LLC

W. Steven Brown

W. Steven Brown
Single Member

STATE OF FLORIDA
COUNTY OF WAKULLA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. Steven Brown, who acknowledged that he executed the foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CENTURY PARK. He is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State named above this 15th Day of March, A.D. 2006.

Kristine Darnell

NOTARY PUBLIC
My Commission Expires



Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Seopchopy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103


February 1, 2006

Legal Description of a 14.70 Acre Tract
Certified To: Annie's Square, LLC,
Wakulla Bank,
Woodlands Title Company, Inc.,
Fidelity National Title Insurance Co.

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

Commence at the intersection of the Southerly boundary of Section 19, Township 3 South, Range 1 West, also being the Northerly boundary of Lot 74 of the Hartsfield Survey of Lands in Wakulla County, Florida with the Westerly right-of-way boundary of U. S. Highway No: 319, thence run North 18 degrees 31 minutes 32 seconds East along said right-of-way boundary 260.00 feet to a concrete monument (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 18 degrees 31 minutes 32 seconds East along said right-of-way boundary 1000.54 feet to a concrete monument (marked #7160) thence leaving said right-of-way boundary run South 89 degrees 23 minutes 13 seconds West 323.96 feet to a concrete monument (marked #7160), thence run North 04 degrees 24 minutes 12 seconds West 284.66 feet to a concrete monument (marked #7160), thence run North 89 degrees 45 minutes 28 seconds West 200.66 feet to a concrete monument (marked #1254), thence run South 04 degrees 24 minutes 12 seconds East 368.50 feet to a concrete monument, thence run South 31 degrees 14 minutes 04 seconds West 64.99 feet to a re-rod, thence run South 31 degrees 13 minutes 07 seconds West 882.05 feet to a concrete monument (marked #7160), thence run South 76 degrees 36 minutes 15 seconds East 674.90 feet to the POINT OF BEGINNING containing 14.70 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261

04-243ac.14.70

Exhibit A

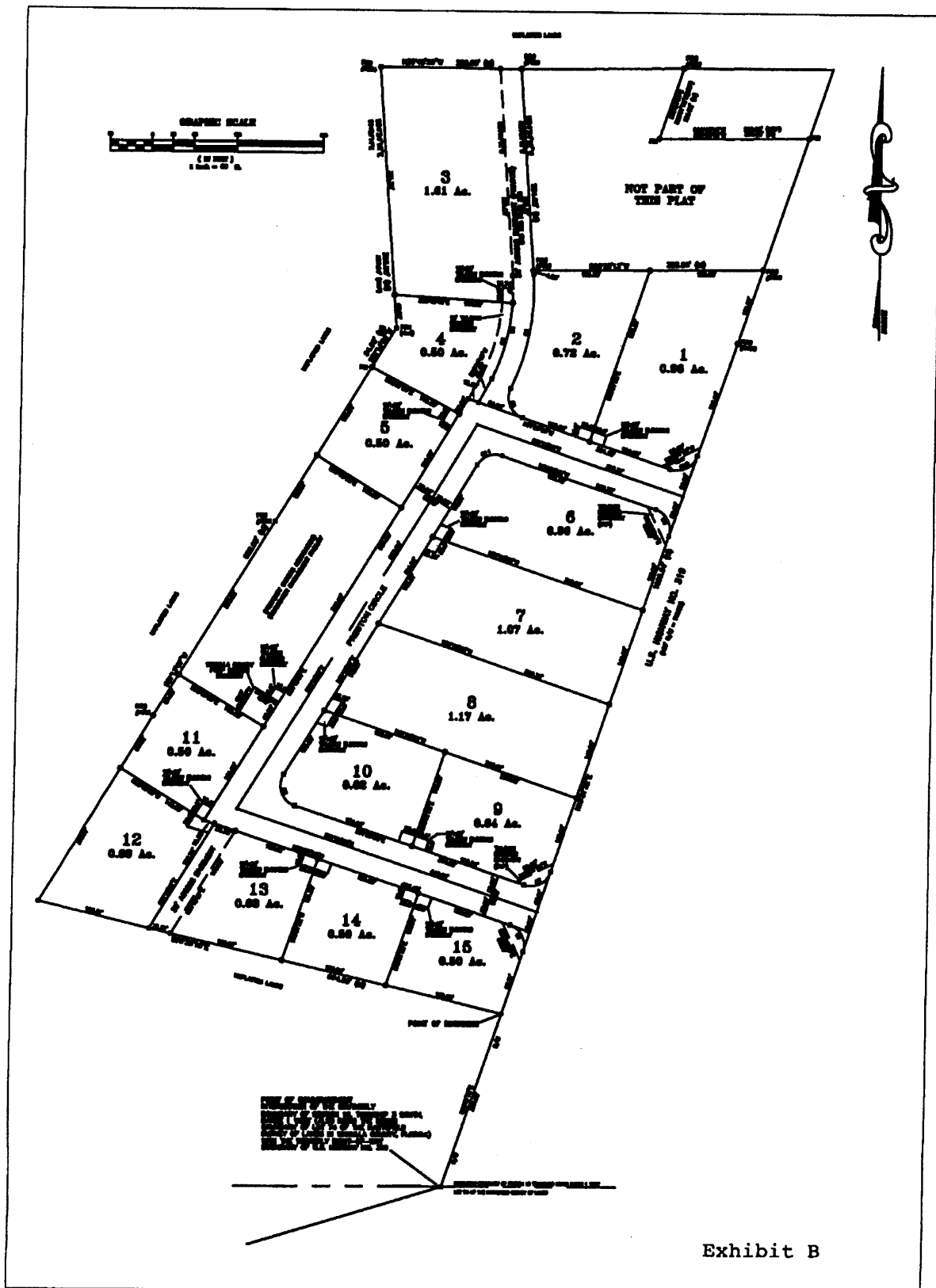


Exhibit B