

FL#0000181029 B 415 P 827
REC NO. 01121531732

FIDDLER'S COVE

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA

FILED AND RECORDED
DATE 08/03/2001 TM 14:57

COUNTY OF WAKULLA

BRENT X. THURMOND CLERK
CO:WAKULLA ST:FL

KNOWN ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, Made and entered into on this 2 day of August, A.D., 2001, by Fiddler's Cove Development Co, LLC, a Florida Limited Liability Company hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the State of Florida, County of Wakulla, located at Shell Point and more particularly described in Exhibit "A" attached hereto.

NOW THEREFORE, Declarant 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 are for the purpose of protecting the value and desirability of, and which shall run with, the real property; and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to Fiddler's Cove of Wakulla County Homeowner's Association, Inc., its successors and/or assigns.

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

Section 3: "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Properties consist of 32 Lots and each Lot may be referred to by its Lot number.

Section 4: "Common Area" or "Common Areas" means all portions of the Property (including a retention or detention area or Surface Water Management System, if any, and roads and streets which provide common access to one or more Lots) or rights in the Property (such as easements) now or hereafter owned by the Association for the common use and enjoyment of the Owners, whether shown on any recorded plat of the Property or any portion

thereof or conveyed to the Association by deed or grant of easement. The use of the Common Area shall be limited to those uses described in any recorded plat or as set forth in any grant of easement, as determined by the Board, and as limited herein.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: "Environmental Permits" shall mean those permits issued by local, state and federal agencies authorizing construction of the subdivision, and requiring maintenance of facilities, mitigation and common areas.

Section 7: "Declarant" shall mean and refer to Fiddler's Cove Development Co., LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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 Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility or special dock provisions situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an

owner for any period during which any assessment against his Lot remain unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) 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 signed by two-thirds (2/3) of the members has been recorded.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3: Docks. Each of the twenty-three (23) lot owners within Fiddler's Cove whose lot does not front on the to be improved portion of the canal shall be entitled to the use of a dock and dock space within the common areas, subject to receipt by Declarant of all necessary permits. Such dock and dock space shall be leased by the association to the owner for a term of forty-nine (49) years with an option to renew at the end of each successive term. Lease of docking space may not be assigned by an owner except in conjunction with the sale of the lot.

Section 4: Title to Common Area. Title to Common Areas (other than easements dedicated by plat, if any) shall remain vested in the Declarant until the earlier of Declarant's

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conveyance of the Common Areas (or any portion thereof) to the Association, or the date that Declarant relinquishes control of the Association, or such earlier date as Declarant may elect, in its sole discretion. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Areas, and for the payment of all property taxes and other assessments which are liens against the Common Areas. Simultaneously with its relinquishment of control of the Association, Declarant shall convey all of its right, title and interest in the common areas to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Members. Every owner of a Lot which is subject to assessment shall be a member of the Association, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: Control by Declarant. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until the earlier to

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occur of the following: the closing of the sale of seventy-five (75) percent of the Lots owned by the Declarant within the Property, or such earlier time as is determined by Declarant in writing directed to the Registered Agent of the Association, in Declarant's sole discretion. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless and until, approved by Declarant. After turnover of control of the Association and so long as Declarant owns any Lot within the Property, Declarant shall have the right to appoint One (1) member of the Board of Directors; such director need not be a Member of the Association. In the event that Declarant shall enter into any contracts or other agreements, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments of charges, and (2)

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special assessments for capital improvements (for example: road and drainage construction and maintenance), 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 such 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 expressly assumed by them.

Section 2. Duty of Association and Purpose of Assessments.

The Association shall maintain the Common Areas, a gate across the entrance and shall provide periodic garbage collection and lawn maintenance for the common areas. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including, but not limited to maintenance and construction of roads, docks, boardwalks, drainage and stormwater facilities, garbage collection, and periodic lawn maintenance.

The Association shall be responsible for compliance with the terms and conditions of any and all environmental permits that have been or will be issued authorizing and implementing the construction of the subdivision, and its common elements,

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amenities and mitigation.

Section 3. Maximum Assessment. Upon the closing of the construction loan by the declarant for construction of roadways and other improvements, the declarant shall deposit into the account of the homeowner's association the sum of \$2,500.00. No assessments of any kind will be assessed to lots owned by the declarant until thirty-six (36) months after the date of the first closing transferring a lot from the declarant to a new owner. For all other owners, until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be seventy five dollars (\$75.00) per unimproved Lot and one hundred dollars (\$100.00) per Lot improved by a single family home. The assessments shall be collected on an annual basis. For the purposes of the assessment, a Lot shall be considered improved by a single family home for the month immediately after the single family home may be occupied.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above 10% by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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(c) The Board of Directors may fix the assessment at an amount not to exceed the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 50% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The assessments, to be collected annually (January 1) provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The

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monthly assessment shall be collected semiannually (January 1 and July 1 of each calendar year). The Board of Directors shall make any change in the amount of the monthly assessment against each Lot at least thirty (30) days in advance of the date of the amended assessment is sought to be collected. Written notice of any change in the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. 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 or avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any

Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Architectural Control Committee shall consist of three persons. The initial Architectural Control Committee shall be Mark Thurman, Mary Lawhon and Robert A. Routa. The initial Architectural Control Committee members shall serve until such time as they resign. All vacancies on the Architectural Control Committee shall be filled by the Board of Directors of the Association. All Architectural Control Committee members appointed by the Board of Directors of the Association shall serve at the pleasure of the Board.

Section 2. Powers of the Architectural Control Committee. No building of any kind, pool, tennis court, fence, wall, dock, or other structure shall be commenced, erected, or maintained upon the Properties, or shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. In the event no action is taken by the Architectural Control Committee within 30 days after

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a set of plans and specifications have been submitted to the Architectural Control Committee for its approval, approval will not be required and this article will be deemed to have been complied with.

Section 3. Building Requirements. In reviewing plans and specifications, the Architectural Control Committee shall follow the below listed requirements:

A. Type of Structures. Only single family homes and structures normally and usually associated with single family homes may be built on the Properties.

B. Size of Single Family Homes. The single family homes to be built on the Properties shall have at least 1500 sq. ft. heated and cooled space.

C. Set Back Requirements. The location of each structure must be approved by the Architectural Control Committee. The setback requirements are as shown on the plat, and in accordance with applicable law.

D. Regulations. It shall be the responsibility of each owner to ensure that all of the regulations of any public authority affecting, concerning or relating to the construction or maintenance of a structure of any kind on a specific Lot are satisfied and complied with at the owner's sole expense and within the boundaries of the specific Lot, including but not limited to stormwater requirements.

E. Docks. Only floating docks which do not extend waterward more than 10 feet from the seawall but which do not

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attach to the seawall itself, will be approved. Boat houses and covered docks may not be approved, unless a plan for construction including excavation of a boat slip is approved by all regulatory agencies.

F. Air Conditioning. No window air conditioning units shall be installed in the front or any side of a building, and all exterior central heating and/or air conditioning compressors or other equipment shall be located to the rear of the residence and shall not be visible from the street.

G. Venting. All venting of bathrooms and the kitchen shall be in the rear of the residence and shall not be visible from the street in front of the residence.

H. Conservation. Trees of greater than five inches in diameter shall be conserved where possible except within the four corners of all buildings plus five feet on each side, within the drive right-of-way and within all utility easements. Setbacks shall be maintained in accordance with the Plats, P.U.D. Documents, and regulations of all public agencies having jurisdiction.

I. Amendment of Requirements. The above specified building requirements may be relaxed, or amended by the Architectural Control Committee, if in the sole decision of the Committee the proposed amendment will prevent a hardship and not conflict with the harmony of the other improvements located on the Properties.

ARTICLE VI

GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years. The Declaration may be amended during this first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Regulations. Each Lot Owner shall, at its sole expense, and within the boundaries of the specific Lot, comply with each and every public regulation or rule affecting the Lot.

Section 5. Animals. No animals other than small household

pets shall be kept or harbored on any of the Lots. All dogs over 2 feet in height shall be kept on a leash and attended when out of doors.

Section 6. Garbage. No garbage or trash shall be burned on any Lot. All garbage, trash or other refuse shall be kept in clean covered receptacles, into which liners have been placed, located either in the carport or garage of said homes or in a building, cabana or other enclosed structure, so that the contents thereof shall not be visible from the street. No dumping of trash, garbage, gasoline, oil or other waste in the canals, unoccupied Lots or Common Areas shall be permitted.

Section 7. Prohibited Activities. No noxious, offensive, immoral or illegal activity shall be carried on upon any Lot nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 8. No commercial advertising or display signs shall be permitted within the subdivision except one temporary sign of a reasonable size for the sale of a home or Lot.

Section 9. Condition of Property. The owner of each Lot shall be responsible for keeping the exterior of the home clean, in good repair, and all driveways and carports or garages clear of any unsightly objects. The owner is responsible for watering and trimming of plants and shrubs. All dock spaces shall be similarly maintained for the safety of all owners.

Section 10. Repair Work. No major mechanical repair work

to any vehicle shall be performed nor shall any substantial commercial activity be undertaken within the subdivision.

Section 11. Membership Information. No gate codes, owners' names, addresses or telephone numbers are to be distributed for any purpose except to the membership or to essential service companies.

Section 12. Storage. No motor home, camper, travel trailer or any similar recreational vehicle shall be stored or placed on any roadway or upon any Lot in the subdivision on a permanent basis. Such vehicles may be parked in the driveway or carport of a home or a Lot. All boats on trailers or boat trailers shall be stored and placed in the carport area or a paved area of the homesite.

Section 13. Fences. Fences may be constructed on an individual's subdivision Lot, but they shall not be of chain link type and must be approved by the Architectural Control Committee.

Section 14. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE VII

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the declarant, may impose any additional covenants or restrictions on any part of the land shown on the plats of the subdivision known as FIDDLER'S COVE.

ARTICLE VIII

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DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. Nothing in the restrictions contained in this document shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portion of the Property, or to complete refurbishment of improvements to and on the Common Area or any portion of the Property owned solely, or partially by Declarant and to construct such additional improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in Fiddler's Cove is owned by Declarant and provided such improvements shall not unreasonably deviate from applicable zoning regulations. Such right shall include, but shall not be limited to, the construction or placement of such improvements, displays, signs, billboards, flags, and sales offices as may be reasonably necessary for the conduct of its business of completing the development of Fiddler's Cove and disposing of the same by sale, lease, or otherwise. All or any part of the rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant to any successor in interest to any portion of Declarant's interest of Fiddler's Cove by an express recorded written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendments to this Article shall be effective.

IN WITNESS WHEREOF, the undersigned, being President and

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Secretary of the Declarant herein, have hereunto set their hands and seals with 2 day of August, 2001.

Executed this 2 day of August, 2001.

Jamara Norand
WITNESS

Jamara Norand
PRINTED NAME OF WITNESS

Marilyn Shores
WITNESS

Marilyn Shores
PRINTED NAME OF WITNESS

Fiddler's Cove Development Company, L.L.C., a Florida Limited Liability Company

Deal Land and Minerals, L.C. Manager

Victor W. Deal
By: Victor W. Deal
Its: Manager

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 2 day of August by Victor W. Deal, Manager of Deal Land and Minerals, L.C., the Manager of Fiddler's Cove Development Company, L.L.C., a Florida Limited Liability Company.

(Seal)

Jamara Norand
Notary Public
State of Florida

My Commission expires: May 7, 2004



Tommore D. McDaniel
MY COMMISSION # CCF3848 EXPIRES
May 7, 2004
LICENSED THRU TROY FARM INSURANCE, INC.

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Prepared by:

Robert A. Routa, Esquire
Robert A. Routa, P.A.
Post Office Drawer 6506
Tallahassee, FL 32314-6506

**Edwin G. Brown
& Associates, Inc.**

SURVEYORS • MAPPERS • ENGINEERS

October 26, 2000
(Revised: May 30, 2001)

MARK THURMAN

19.29 ACRES

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

Commence at the Southwest corner of Lot 1, Block "B", of Unit No. 1 of Shell Point Beach, a subdivision as per map or plat thereof recorded in Plat Book 1, Page 24, of the Public Records of Wakulla County, Florida, and thence run North 17 degrees 30 minutes 00 seconds West 1819.48 feet, thence run North 17 degrees 39 minutes 28 seconds West 741.51 feet, thence run South 72 degrees 20 minutes 32 seconds West 15.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 79 degrees 28 minutes 02 seconds West 293.01 feet to the mean highwater line of Oyster Bay, thence run along said mean highwater line as follows: North 62 degrees 08 minutes 53 seconds West 19.89 feet, thence North 33 degrees 32 minutes 27 seconds East 15.74 feet, thence North 68 degrees 51 minutes 44 seconds East 29.99 feet, thence North 71 degrees 27 minutes 06 seconds East 33.86 feet, thence North 87 degrees 52 minutes 19 seconds East 30.38 feet, thence North 88 degrees 38 minutes 00 seconds East 26.41 feet, thence North 71 degrees 49 minutes 14 seconds East 27.52 feet, thence North 81 degrees 25 minutes 24 seconds East 34.34 feet, thence South 80 degrees 45 minutes 56 seconds East 30.32 feet, thence North 53 degrees 35 minutes 55 seconds East 21.95 feet, thence North 79 degrees 33 minutes 43 seconds East 28.83 feet, thence South 83 degrees 43 minutes 38 seconds East 7.40 feet, thence leaving said mean highwater line run North 18 degrees 47 minutes 45 seconds West 158.78 feet to the mean highwater line of said Oyster Bay, thence run along said mean highwater line as follows: South 54 degrees 47 minutes 44 seconds West 20.65 feet, thence South 75 degrees 01 minutes 49 seconds West 28.14 feet, thence North 85 degrees 51 minutes 11 seconds West 27.61 feet, thence South 56 degrees 23 minutes 01 seconds West 28.78 feet, thence North 85 degrees 03 minutes 44 seconds West 47.30 feet, thence North 72 degrees 21 minutes 25 seconds West 49.73 feet, thence North 73 degrees 52 minutes 40 seconds West 51.96 feet, thence North 73 degrees 47 minutes 54 seconds West 51.89 feet, thence North 69 degrees 47 minutes 39 seconds West 36.97 feet, thence South 49 degrees 11 minutes 47 seconds West 31.91 feet, thence South 57 degrees 12 minutes 53 seconds West 39.62 feet, thence North 65 degrees 48 minutes 44 seconds West 43.24 feet, thence North 50 degrees 59 minutes 14 seconds West 43.12 feet, thence North 33 degrees 31 minutes 41 seconds West 51.85 feet, thence North 28 degrees 11 minutes 54 seconds West 59.14 feet, thence North 56 degrees 31 minutes 45 seconds West 33.84 feet, thence

Exhibit A

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2813 Crawfordville Hwy • P.O. Box 625 • Crawfordville, Florida 32326
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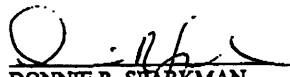
North 76 degrees 26 minutes 49 seconds West 43.69 feet, thence North 81 degrees 19 minutes 47 seconds West 44.62 feet, thence South 72 degrees 59 minutes 12 seconds West 47.50 feet, thence South 79 degrees 35 minutes 52 seconds West 54.64 feet, thence South 69 degrees 54 minutes 52 seconds West 28.90 feet, thence North 38 degrees 27 minutes 39 seconds West 31.52 feet, thence North 48 degrees 28 minutes 46 seconds West 23.93 feet, thence North 24 degrees 16 minutes 32 seconds West 44.65 feet, thence North 30 degrees 59 minutes 57 seconds West 36.43 feet, thence North 42 degrees 26 minutes 58 seconds East 23.56 feet, thence North 39 degrees 45 minutes 50 seconds East 30.47 feet, thence North 03 degrees 31 minutes 55 seconds East 53.95 feet, thence North 02 degrees 44 minutes 22 seconds East 59.67 feet, thence North 02 degrees 38 minutes 56 seconds East 28.92 feet, thence North 45 degrees 35 minutes 33 seconds East 21.72 feet, thence North 58 degrees 04 minutes 44 seconds East 31.45 feet, thence North 81 degrees 48 minutes 00 seconds East 24.44 feet, thence North 68 degrees 43 minutes 31 seconds East 28.82 feet, thence North 40 degrees 06 minutes 12 seconds East 24.84 feet, thence North 76 degrees 12 minutes 51 seconds East 37.15 feet, thence South 39 degrees 26 minutes 56 seconds East 43.91 feet, thence South 08 degrees 19 minutes 32 seconds East 39.14 feet, thence South 00 degrees 09 minutes 50 seconds West 39.55 feet, thence South 78 degrees 36 minutes 39 seconds East 25.13 feet, thence North 50 degrees 48 minutes 06 seconds East 39.09 feet, thence North 24 degrees 11 minutes 32 seconds East 43.36 feet, thence North 14 degrees 27 minutes 50 seconds East 30.93 feet, thence North 06 degrees 38 minutes 03 seconds West 27.29 feet, thence North 43 degrees 28 minutes 55 seconds East 12.83 feet, thence South 55 degrees 49 minutes 31 seconds East 23.28 feet, thence North 35 degrees 30 minutes 59 seconds East 49.88 feet, thence North 34 degrees 05 minutes 45 seconds East 42.17 feet, thence North 21 degrees 56 minutes 06 seconds East 47.99 feet, thence North 10 degrees 29 minutes 57 seconds East 49.11 feet, thence North 01 degrees 42 minutes 52 seconds West 50.03 feet, thence North 00 degrees 25 minutes 07 seconds West 48.28 feet, thence North 17 degrees 15 minutes 04 seconds West 43.71 feet, thence North 23 degrees 55 minutes 05 seconds West 45.80 feet, thence North 47 degrees 12 minutes 34 seconds West 44.76 feet, thence North 40 degrees 11 minutes 09 seconds West 45.30 feet, thence North 44 degrees 26 minutes 26 seconds West 45.63 feet, thence North 75 degrees 31 minutes 24 seconds West 51.79 feet, thence North 88 degrees 23 minutes 02 seconds West 49.77 feet, thence South 73 degrees 11 minutes 53 seconds West 64.19 feet, thence South 88 degrees 58 minutes 37 seconds West 49.04 feet, thence North 74 degrees 34 minutes 16 seconds West 105.00 feet, thence North 69 degrees 27 minutes 51 seconds West 41.32 feet, thence North 53 degrees 39 minutes 33 seconds West 30.14 feet, thence North 19 degrees 21 minutes 33 seconds East 44.05 feet, thence North 46 degrees 35 minutes 38 seconds East 39.30 feet, thence North 26 degrees 19 minutes 08 seconds East 41.83 feet, thence North 02 degrees 39 minutes 35 seconds West 61.80 feet, thence North 15 degrees 44 minutes 43 seconds West 56.83 feet, thence North 16 degrees 59 minutes 14 seconds West 33.53 feet, thence North 12 degrees 34 minutes 15 seconds West 40.91 feet, thence North 13 degrees 35 minutes 27 seconds West 33.53 feet, thence North 00 degrees 40 minutes 48 seconds

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(Revised: May 30, 2001)
MARK THURMAN
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West 30.13 feet, thence North 05 degrees 54 minutes 47 seconds West 28.77 feet, thence North 15 degrees 11 minutes 11 seconds West 51.43 feet, thence North 23 degrees 47 minutes 36 seconds West 36.87 feet, thence North 25 degrees 07 minutes 05 seconds West 36.94 feet, thence North 00 degrees 40 minutes 51 seconds West 26.30 feet, thence North 21 degrees 08 minutes 27 seconds East 24.20 feet, thence North 05 degrees 37 minutes 43 seconds East 41.90 feet, thence North 03 degrees 08 minutes 53 seconds West 34.49 feet, thence North 22 degrees 51 minutes 57 seconds West 28.42 feet, thence North 29 degrees 41 minutes 58 seconds East 32.03 feet, thence North 75 degrees 05 minutes 07 seconds East 25.17 feet, thence North 54 degrees 13 minutes 31 seconds East 25.01 feet, thence North 59 degrees 25 minutes 54 seconds East 29.38 feet, thence North 68 degrees 15 minutes 27 seconds East 34.11 feet, thence North 58 degrees 45 minutes 12 seconds East 43.22 feet, thence North 49 degrees 19 minutes 06 seconds East 18.86 feet, thence North 20 degrees 34 minutes 45 seconds East 17.48 feet, thence North 06 degrees 24 minutes 07 seconds West 67.76 feet, thence North 23 degrees 50 minutes 26 seconds East 26.20 feet, thence North 36 degrees 37 minutes 44 seconds East 19.82 feet, thence South 58 degrees 27 minutes 19 seconds East 21.60 feet, thence South 30 degrees 32 minutes 44 seconds East 23.85 feet, thence leaving said mean highwater line run North 57 degrees 13 minutes 45 seconds East 36.49 feet, thence run South 28 degrees 35 minutes 00 seconds East 701.15 feet, thence run South 17 degrees 39 minutes 28 seconds East 1500.51 feet to the POINT OF BEGINNING containing 19.29 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.


DONNIE R. SPARKMAN
Surveyor & Mapper
Florida Certificate No. 5147
(LB 6475)

FL#0000181029 B 415 P 847
REC NO. 01121531732

00-342
PSC:18490

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AMENDMENT
TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
FIDDLERS COVE OF WAKULLA COUNTY
HOMEOWNER'S ASSOCIATION, INC.
(As originally recorded 08/03/2001, Book 415 Page 827)

STATE OF FLORIDA

Inst:0000197993 Date:04/29/2003 Time:13:27
DC, Brent Thurmond, WAKULLA County B:405 P:176

COUNTY OF WAKULLA

(Words stricken are deletions; words underlined are additions)

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Architectural Control Committee shall consist of three persons. The initial Architectural Control Committee shall be Mark Thurman, Mary Lawhon and Robert A. Routh. Herman F. Klein, Jr. (President and Director, Fiddler's Cove of Wakulla County Homeowner's Association, Inc.; Jon Gavens (Director, Fiddler's Cove of Wakulla County Homeowner's Association, Inc.); and Lynn Cole (Shell Pointe Realty). The initial Architectural Control Committee members shall serve until the earlier of: (1) such time as they resign, (2) such time as removed by Declarant or (3) until turnover of control of the Association by Declarant to the Owners at which time the Board of Directors shall have the opportunity to appoint the Architectural Control Committee; however, Declarant shall retain the right to one seat on said Committee until such time as Declarant owns fewer than 10% of the lots within the Properties. All vacancies on the Architectural Control Committee shall be filled by the Board of Directors of the Association. All Architectural Control Committee members appointed by the Board of Directors of the Association shall serve at the pleasure of the Board.

Article V, Sections 2 through 3(I) remain unchanged.

AMENDMENT
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DECLARATION OF COVENANTS,
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STATE OF FLORIDA

Inst:0000197993 Date:04/29/2003 Time:13:27
DC, Brent Thurmond, WAKULLA County B:485 P:177

COUNTY OF WAKULLA

(Words stricken are deletions; words underlined are additions)

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DECLARATION OF COVENANTS,
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OF
FIDDLERS COVE OF WAKULLA COUNTY
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STATE OF FLORIDA
COUNTY OF WAKULLA

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ARTICLE V
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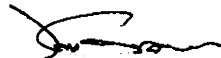
This Document Prepared By:
Gary K. Hunter, Jr., Esq.
Hopping Green & Sams, P.A.
123 S. Calhoun Street
Tallahassee, Florida 32301

Inst:0000198401 Date:05/09/2003 Time:11:14
DC, Brent Thurmond, WAKULLA County B:486 P:797

Association. All Architectural Control Committee members appointed by the Board of Directors of the Association shall serve at the pleasure of the Board.


Article V, Sections 2 through 3(I) remain unchanged.

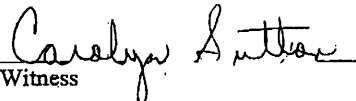
IN WITNESS WHEREOF, the undersigned, being President/Manager of the Declarant herein, have hereunto set their hands and seals this 6th day of May, 2003.


Witness

Don Gavens
Printed Name of Witness

Fiddler's Cove Development Co., L.L.C.
a Florida Limited Liability Company


Herman F. Klein, Jr.

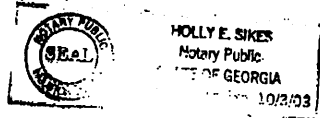

Witness

Carolyn Sutton
Printed Name of Witness

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6th day of May, 2003 by Herman F. Klein, Jr., President of Fiddler's Cove Development Company, L.L.C., who is (circle one) personally known to me/produced personally known to me as identification.

(Seal)



Holly E. Sikes
Notary Public
State of Georgia

My Commission Expires: 10/3/03

Inet:0000198401 Date:05/09/2003 Time:11:14
DC, Brent Thurnond, WAKULLA County B:486 P:798