

DECLARATION OF RESTRICTIVE COVENANTS
OF FISHER CREEK, AN UNRECORDED SUBDIVISION

Thomas E. Rowell, Jr., as Trustee under that certain Trust Agreement dated August 18, 1986 and recorded OR 123, Page 675 of the Public Records of Wakulla County, Florida, is the Developer of the property described in Exhibit "A" located in Wakulla County, Florida. By this instrument, the Developer imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owners, their heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

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1. "Developer" shall mean and refer to Thomas E. Rowell, Jr., as Trustee under that certain Trust Agreement dated August 18, 1986 and recorded OR 123, Page 675 of the Public Records of Wakulla County, Florida, the owner of the property described in Exhibit "A".

2. "Association" shall mean and refer to FISHER CREEK HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit.

3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 125, Page 37 of the Public Records of Wakulla County, Florida.

4. "Tract" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Developer to any individual or group of individuals. The property is divided into "tracts" as shown on an unrecorded plat of FISHER CREEK prepared by Edwin G. Brown & Associates, Inc., Professional Land Surveyors, which plat is attached to this Declaration of Restrictive Covenants as Exhibit "B".

5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in their original condition, normal wear and tear excepted.

6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit "A" as divided into tracts to be shown on the plat attached as Exhibit "B".

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a tract, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation, nor shall it include Developer.

ARTICLE II - MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION

1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association, provided, however, that where any tract as shown on the plat of the subdivision is owned by more than one (1) person, one (1) of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the tract. In the event the owner of a tract is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each tract owned, except that only tract

owners whose property is contiguous to the private road within the subdivision shall be entitled to vote on matters covering road maintenance and assessments for road maintenance.

"Class B" - Class B membership shall be the Developer who shall be entitled to exercise two (2) votes for each tract owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments:

Each owner of a tract by acceptance of his deed for such tract whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each tract owner to the Association. The assessment for the year 1986 shall be Thirty-Five Dollars and No Cents (\$35.00) for each tract in the subdivision. For the year 1987 and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. If one (1) owner buys more than one (1) tract, the additional tracts will be assessed Fifteen Dollars and No Cents (\$15.00) per year as long as they remain in the original ownership. If sold, the tracts shall be assessed at Thirty-Five Dollars and No Cents (\$35.00) per lot.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. The decision of whether to make a special assessment and the amount of such assessment shall be made solely by the members whose tracts are contiguous to the

private road within the subdivision. Likewise, if a majority of the members entitled to vote on assessments elect to make a special assessment, such assessment shall be levied only on the members whose property is contiguous to the private road. Each owner obligated to pay the special assessment shall pay a percentage of the total assessment. The percentage of the assessment allocated to each owner shall be determined by dividing the number of tracts that are subject to assessment owned by the member, by the total number of tracts that are contiguous to the road.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his tract.

5. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due.

ARTICLE IV - EASEMENTS

Each tract adjoining the easement extends to the middle of a sixty (60) foot easement or across a 60 foot easement for utilities and ingress and egress. The easement is described in Official Book 125, Page 37 of the

Public Records of Wakulla County, Florida. Each deed from the Developer will grant to the owner, nonexclusive use of the easement and retain an easement over the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - USE RESTRICTIONS

The use of the property within the subdivision shall be restricted as follows:

A. Common Restrictions:

1. Each tract shall be used as a residence for a single family and for no other purpose. No tract shall be subdivided.
2. No mobile home that is five (5) years or older, regardless of size, shall be placed within the subdivision until approved by the Developer. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Developer sells all of the property it owns within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the Homeowners Association shall appoint a committee as successor to the Developer.
3. Out buildings or accessory buildings are permitted as long as construction of the buildings is compatible with the construction and appearance of the main residence.
4. No building or residence shall be located nearer than thirty (30) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations. No trees shall be cut within five (5) feet of

the back or side property lines of any tract, except for the purpose of building a fence along the property line or to clear roadways to adjoining property owned by a member.

5. All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages. All mobile homes shall contain at least six hundred (600) square feet, and all modular homes shall contain at least seven hundred (700) square feet of heated and cooled space, exclusive of porches and garages.

6. No goats or hogs shall be kept on any of the tracts within the subdivision, nor shall any animal be kept on any tract that causes nuisance or annoyance because of noise or smell.

7. No noxious or offensive activity shall be carried on upon any tract, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

8. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Developer or its agents may erect such display signs as may reasonably be required for development and sale of the tracts.

9. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

10. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the tracts.

11. All clothes lines, satellite dishes and antennas shall be located in the rear yard of the residence and not in the front yard.

B. Mobile Home Restrictions:

12. No mobile homes shall be placed on any tract unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any tract. It is required, and shall be the responsibility of the owner, to provide complete ground to floor skirting for the mobile home or modular home. The skirting is to be installed within ninety (90) days from the date of moving the mobile or modular home onto the tract. All mobile homes, except for double wides, must be at least forty-five (45) feet in length.

ARTICLE VI - WAIVER

So long as the Developer owns any property within the subdivision, the Developer shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Developer has sold all of the property owned by developer within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

ARTICLE VII - ENFORCEMENT

The Developer; FISHER CREEK HOMEOWNERS ASSOCIATION, INC.; or the owner of any tract subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - EFFECT

Each and every conveyance of any tract in this subdivision is expressly made subject to the provisions of these Declaration of Restrictive Covenants, whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed
this 1 day of ^{OCTOBER}~~September~~, 1986.

WITNESSES:

Jacqueline E King
Anne L. Lawrence

Thomas E. Rowell, Jr.
Thomas E. Rowell, Jr. as
Trustee under that certain
Trust Agreement dated August
18, 1986 and recorded OR 123,
Page 675 of the Public Records
of Wakulla County, Florida.

STATE OF FLORIDA,
COUNTY OF WAKULLA.

The foregoing Restrictions were acknowledged before
me by THOMAS E. ROWELL, JR. as Trustee on this 3rd day
of October, 1986.

Jacqueline E King
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 1 1989
BONDED THRU GENERAL INS. UNDERWRITERS



Prepared by: Thomas E. Rowell Jr Trustee
PO Box 571
CRAWFORDVILLE, FL 32327

That portion of the Southwest Quarter lying South of State Road 373-A, and the South Half of the Southeast Quarter of Section 19, T2S, R1W, Wakulla County, Florida, more particularly described as follows:

Begin at a concrete monument marking the Southwest corner of Section 19, T2S, R1W, Wakulla County, Florida; thence run North 00 degrees 05 minutes 39 seconds East, along the West boundary of Section 19 a distance of 2,052.23 feet to a concrete monument on the South right of way of State Road 373-A; thence run North 78 degrees 33 minutes 37 seconds East, along said South right of way, 914.91 feet to a concrete monument marking a point of curve to the right having a radius of 2,814.79 feet and a central angle of 12 degrees 08 minutes 20 seconds; thence run along said curve 596.35 feet (chord North 84 degrees 37 minutes 47 seconds East, 914.91 feet); thence run South 89 degrees 18 minutes 03 seconds East along said South right of way, 876.61 feet to a concrete monument marking a point of curve to the left having a radius of 2,914.79 feet and a central angle of 05 degrees 08 minutes 03 seconds; thence run along said curve 261.20 feet (chord North 88 degrees 07 minutes 55 seconds East, 261.11 feet); thence run South 00 degrees 11 minutes 28 seconds West along the East boundary of the Southwest Quarter of said Section 19 a distance of 1,002.07 feet to a concrete monument marking the Northwest corner of the South Half of the Southeast Quarter of Section 19; thence run South 88 degrees 57 minutes 32 seconds East along the North boundary of said South Half of the Southeast Quarter, 1,330.60 feet to an iron rod; thence run South 89 degrees 54 minutes 01 seconds East along said North boundary of the South Half of the Southeast Quarter, 1,321.95 feet to a concrete monument marking the Northeast corner of said South Half of the Southeast Quarter of Section 19; thence run South 00 degrees 57 minutes 12 seconds West along the East boundary of said Section a distance of 1,307.69 feet to a concrete monument marking the Southeast corner of said Section 19; thence run North 89 degrees 28 minutes 04 seconds West along the South boundary of said section 19 a distance of 5,257.71 feet to the Point of Beginning.

Subject to the following powerline easement as previously recorded:

A city of Tallahassee powerline in the South Half of the Southeast Quarter of Section 19, T2S, R1W, Wakulla County, Florida, described as follows: Beginning at the Southeast corner of the Southeast Quarter of said Section 19; thence run North 89 degrees 33 minutes 30 seconds West a distance of 120.00 feet; thence North 00 degrees 26 minutes 31 seconds East a distance of 11.02 feet;

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thence North 07 degrees 06 minutes 03 seconds East a distance of 592.83 feet; thence North 01 degrees 16 minutes 16 seconds East along a line 60 feet West of and parallel to the East line of the Southeast Quarter of said Section 19, a distance of 704.06 feet; thence South 88 degrees 43 minutes 44 seconds East a distance of 60.00 feet; thence South 01 degrees 16 minutes 16 seconds West along the East line of the Southeast Quarter of said Section 19 a distance of 1,308.83 feet to the Point of Beginning; containing 2.23 acres, more or less.

ALSO subject to the following right of way:

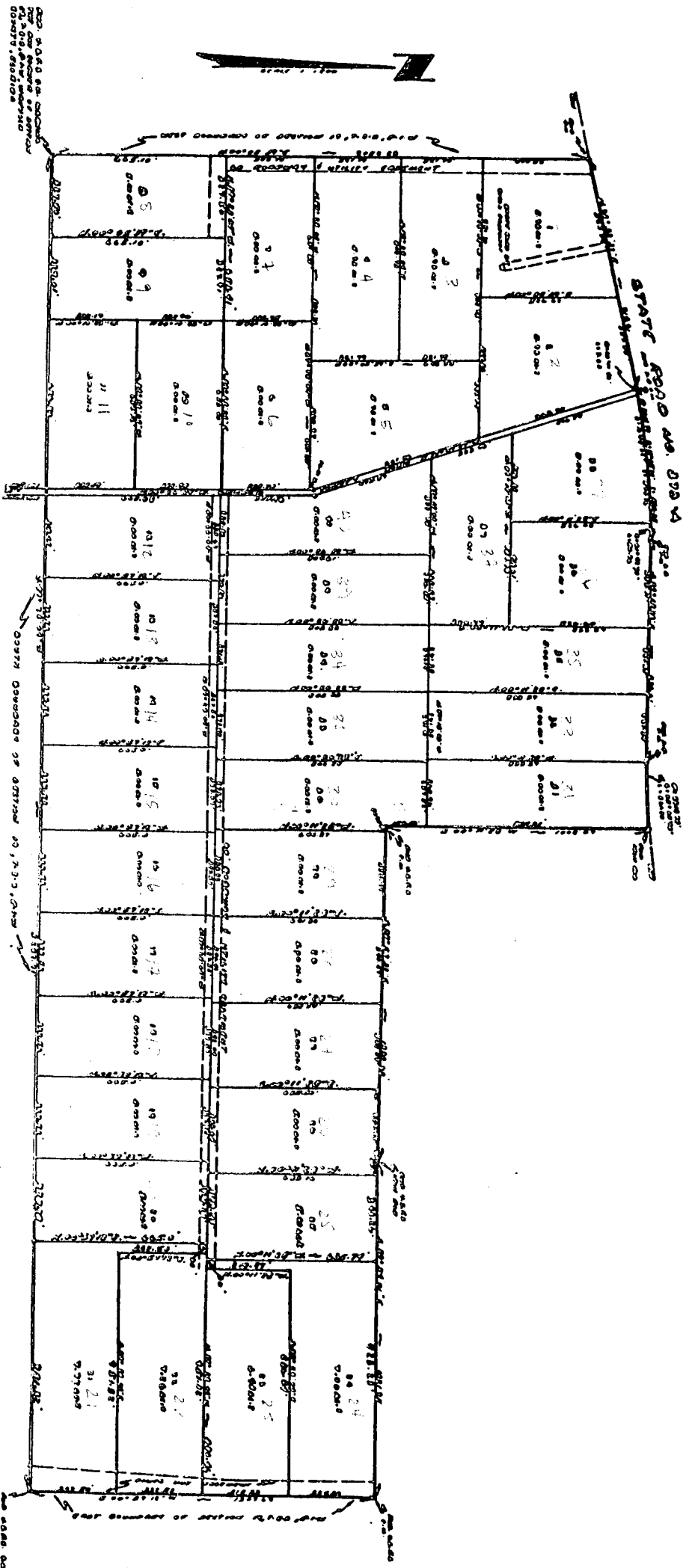
A Central Telephone Company underground telephone line and a Talquin Electric Cooperative, Inc., powerline sharing a common right of way 24 feet in width, lying 12 feet on each side of the following described survey lines: Beginning on the South line of Section 19, T2S, R1W, at a point South 89 degrees 27 minutes 24 seconds East 1325.01 feet from the Southwest corner of said Section 19, thence run North 0 degrees 25 minutes 44 seconds West 1017.00 feet; thence North 17 degrees 46 minutes 47 seconds West 1296.00 feet to the Southerly right-of-way line of State Road 373-A, the end of the survey line herein described; containing 1.27 acres, more or less.

ALSO subject to the following right of way:

A strip of land 30 feet in width, lying 15 feet on each side of the following described State Road 373-A lateral ditch centerline: Commence on the West line of Section 19, T2S, R1W, at a point 3,165.55 feet South of the Northwest corner of said Section 19; thence run North 78 degrees 33 minutes 37 seconds East 373.89 feet; thence run South 11 degrees 26 minutes 23 seconds East, 50 feet to the Point of beginning of ditch centerline to be described herein; thence continue South 11 degrees 26 minutes 23 seconds East 400 feet to the end of ditch centerline herein described; containing 0.28 acre, more or less. Containing a net of 212.81 acres, per survey.

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REC. 123



THESE LOTS ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT OF THE STATE ROAD AND ARE TO BE CONVEYED TO THE STATE OF FLORIDA BY DEED.

ALL RIGHTS RESERVED BY THE SURVEYOR.

STEWART TITLE COMPANY
TALLAHASSEE, FLORIDA

APPROVED:
BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY CLERK
TALLAHASSEE, FLORIDA

ELIABER SOUTER
COUNTY CLERK
TALLAHASSEE, FLORIDA