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Inst:0000225909 Date:06/14/2005 Time:16:13
DC, Great Thurmond, WAKULLA County B:598 P:663

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE REFUGE AT PANACEA
A SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 10 day of June, 2005, by The Refuge at Panacea, LLC, a Florida Limited Liability Company, hereinafter referred to as the "Declarant" or the "Developer."

RECITALS:

WHEREAS, Declarant is the owner of fee simple title to that certain real property located in Wakulla County, Florida (the "Property") which is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant intends to develop the Property as a residential development to be known as The Refuge at Panacea ("The Refuge at Panacea") which shall be occupied and maintained as a residential development for the mutual and common advantage of all occupants and owners thereof who shall occupy and own the Property subject to the provisions of this Declaration and all other rules and regulations applicable to the Property, and to be governed by a mandatory owner's association; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the Property and for the maintenance of the Property and the improvements thereon, and in order to accomplish such objectives, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a portion thereof; and

WHEREAS, Declarant deems it desirable to create a non-profit corporation, The Refuge at Panacea Owners' Association, Inc., to be charged with the rights and responsibilities of enforcing the covenants, conditions and restrictions hereinafter set forth, of maintaining and administering the Common Areas or Facilities, as hereinafter defined, and of collecting and disbursing the assessments and charges created by this Declaration.

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, the Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions 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 property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to The Refuge at Panacea Owners' Association, Inc., its successors and assigns.

(b) "Board" shall mean and refer to the Board of Directors of the Association.

(c) "Bylaws" shall mean and refer to the Bylaws of the Association.

(d) "Common Areas" or "Common Facilities" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas owned by the Association at the time of the recording of the conveyance of the first Lot by the Developer are the lands shown on the Plat which are designated as Common Area, the roads of the subdivision, trails, walkways, the sidewalks, all storm water drainage facilities, common utilities, and any other common facilities located or to be located within the common areas as shown on the plat, or otherwise reserved herein, including the swimming pool, club house, and related facilities, and the storm water management facilities which include all drainage pipes, and shall mean such additional facilities or improvements which shall be determined by the Association to be for the common use, benefit, security or enjoyment of the Owners, which the Association may install or may accept for maintenance in writing. Such Common Areas or Common Facilities may also include, by way of examples, but will not be limited to, entrance signs, street lights, garbage disposal racks, mail boxes, traffic control devices, security devices, entrance gate, security guard facility, and "no trespass" signs. The Common Areas are not dedicated for the use of the general public.

(e) "Lot" shall mean and refer to any of the plots of land identifiable by lot number as shown upon the Recorded Plat that are intended for development for residential use.

(f) "Member" shall mean and refer to the Class A and Class B Members as defined in Article IV below, who are also Owners entitled to membership in the Association. Every person or entity who is an Owner of a Lot within the Property shall be a member of the Association.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Whenever this Declaration provides a use or enjoyment restriction that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants, and purchasers, pursuant to an unrecorded contract; provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants, or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

(h) "Plat" shall mean and refer to the recorded plat of the Property recorded on June 10, 2005, in Plat Book 4, at Pages 18-22, of the Public Records of Wakulla County, Florida.

(i) "DRB" shall mean and refer to The Refuge at Panacea Design Review Board.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 1. Existing Property. The Property, Lots, Common Areas and Facilities which are and may be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wakulla County, Florida as described in the Plat to be recorded in the Public Records of Wakulla County, Florida, and as described above in this Declaration.

Section 2. Annexation of Additional Land. Additional lands may be annexed by the Declarant so long as the Class B Membership exists, and after the Class B Members cease to exist, upon the affirmative vote of two-thirds (2/3) of the Class A Members of the Association, at a regular meeting of the Association or at a special meeting duly called for such purpose, together with municipal approvals, if any, required by law.

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Section 3. Supplemental Declaration. Any such additions as authorized above in Section 2 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additions or deletions made. Any such Supplemental Declaration shall become effective upon being recorded in the Public Records of Wakulla County, Florida.

Section 4. Mergers. Upon a merger or consolidation of the Association with another similar association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger need only be approved by the Declarant so long as Class B membership exists, and after the Class B membership ceases to exist, with the approval of 80% of the Class A membership, at a regular meeting or special meeting duly called for such purpose. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property.

Section 5. Effect of Annexation. In the event that an additional property is annexed to the Property pursuant to the provisions of this Article II, such additional lands shall be considered within the definition of the Property for all purposes of this Declaration.

ARTICLE III

Association Powers and Responsibilities

The operation of the Association shall be vested in the THE REFUGE AT PANACEA OWNERS' ASSOCIATION, INC., a Florida non-profit corporation.

Section 1. Assignment of Maintenance Duties.

A. Owners. Each Owner shall have the legal obligation to care for and maintain all of his/her Lot, including exterior and interior maintenance of his/her home. Each Owner shall also be responsible for painting, maintaining and restoring all exterior finishes on his/her home or other structure and shall be responsible for maintaining the yard and landscaping of his/her Lot. If the Association, through its Board of Directors, determines that any Owner has failed to maintain any part of his/her Lot, including improvements, in good order and repair, free from debris, the Association, by a majority vote of the Board and twenty days after written notice to the Owner, shall have the right without liability to enter upon such Lot to correct, repair, restore, paint, maintain and clean up any part of the Lot and to have any objectionable items removed. All costs related to such action shall be assessed to the Owner as an Individual Lot Assessment as further described in Article VIII, Section 8 of this Declaration.

B. The Association. This Declaration shall serve as an assignment to the Association of the following duties which otherwise would be performed by the Owner:

(i) Maintenance of common parking areas, if any, and exterior lighting within the Property but not attached to an Owner's house or other structure or otherwise located on or within a Lot.

(ii) Maintenance of the storm water drainage system.

(iii) Maintenance of all Common Areas.

Section 2. Acting for the Association. No Lot Owner, except in his/her capacity as an officer of the Association, shall have any authority to act for the Association.

Section 3. Powers and Duties of the Association. The powers and duties of the Association shall include those set forth herein, in the Bylaws and the Articles of Incorporation, but in addition thereto, the Association shall have:

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A. The irrevocable right to access each Lot from time to time during reasonable hours as may be necessary for making emergency repairs therein necessary to prevent damage to the Common Areas or Facilities or to another Lot or Lots;

B. To make and collect assessments, to maintain, repair and replace the Common Areas or Facilities;

C. Maintain accounting records according to good accounting principles which shall be open to inspection by Owners during reasonable business hours;

D. Prescribe and enforce such rules, covenants, regulations and restrictions as are specified in this Declaration, and amend said rules and restrictions from time to time as necessary; and

E. Prepare an annual budget.

ARTICLE IV

Membership and Voting Rights

Section 1. Members.

A. Every Owner of a Lot shall automatically become a Member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot.

B. Each Owner 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 and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot, except as otherwise set forth in Section 2-B below.

C. Each Owner shall be responsible for payment of all assessments charged by the Association as herein provided.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

A. **Class A:** Class A Members shall be all Owners, with the exception of Declarant, 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; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. When title to a Lot is in a corporation, partnership, association, trust or other entity (with the exception of Declarant as long as Declarant is a Class B Member), such entity shall be subject to the specific applicable rules and regulations as contained in the Articles of Incorporation and Bylaws of the Association and such other rules and regulations as may be enacted by the Association from time to time.

B. **Class B:** The Class B Member shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership within ninety (90) days from the happening of either of the following events, whichever occurs earlier:

- (i) When the last Lot in the subdivision is sold;
- (ii) When Class B membership is waived in writing by the Class B Member; or
- (iii) Five (5) years following the conveyance of the first Lot in the Subdivision.

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ARTICLE V

Owners' Rights

Section 1. Individual Lots. Every Owner shall have a right to the quiet enjoyment in and to his individual Lot, subject to the following provisions:

A. Easement. An easement reserved for the Owners, tenants, lessees, business invitees, guests and others of each of the Lots described herein to cross use and enjoy consistent with their purpose that portion of the real property marked on the Plat as "Common Area", including spaces for parking and vehicle and pedestrian access.

B. Utility Easement. A utility easement is reserved by, through and across each and every Lot for the installation and maintenance of utilities and utility lines as they presently exist or as they may exist in the future, including, but not limited to, water, electrical, gas sewage, television, cable and telephone lines. Such easement shall inure to the benefit of all of the Owners of the Lots and to the Declarant.

C. Maintenance Easement. A right of access, during reasonable times, for the purpose of maintaining any portion of the Property to which the Association is assigned maintenance responsibility or has assumed owner responsibility consistent with the provisions of Article III, Section 1.A.

Section 2. Common Areas or Common Facilities. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, including the pool and pool area and trails, together with a perpetual right and easement to utilize the common roads of The Refuge at Panacea, which provide access to the publicly dedicated roads, and which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of the Articles of Incorporation, Bylaws, and any other rules and regulations duly adopted by the Association, if any, this Declaration and the following provisions:

A. The right of the Association to charge assessments and other fees for the maintenance of the Common Areas and services provided Owners as described herein.

B. The right of the Association to adopt rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof.

C. The right of the Association to assess fines, suspend voting rights and the right to use of the Common Areas by an Owner for any period during which any assessment remains overdue or for any period not to exceed sixty (60) days for any infraction of its rules and regulations or for any infraction of the provisions of this Declaration.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless and until a certification is signed by the President of the Association stating that seventy-five percent (75%) of the Lots have voted in favor of the dedication or transfer.

E. The right of the Declarant, its successors and assigns, to adopt rules and regulations governing the use of the common areas and common facilities at The Refuge at Panacea.

F. The right of the Declarant and the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas for the installation, maintenance and inspection of the lines and appurtenances of public or private water, sewer, drainage, gas, electricity, telephone, cable and other utilities.

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G. The right of the Declarant, in its sole discretion, to convey title to or dedicate the Common Roads at The Refuge at Panacea to the Association or to any public agency or authority having jurisdiction of such properties.

Section 3. Damage or Destruction of Common Areas by Owner. In the event any Common Areas or Facilities or personal property of the Association or of the Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become an Individual Lot Assessment payable by the responsible Owner.

ARTICLE VI

Restrictions on the Use of Property

Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered the governing rules and regulations for The Refuge at Panacea.

Section 1. Residential Use. Each individual Lot shall be used, improved and devoted exclusively to residential use; provided, however, that the Declarant reserves the right to convert any Lots or any combination thereof to commercial use. Only one primary residence shall be constructed on each Lot. Nothing herein shall be deemed to prevent the Owner from leasing the residential property, as a residence for long term. There shall be no restriction on long term residential leasing. Leasing portions of a residence however, are prohibited absent a hardship case approved by a majority vote of the Board of Directors, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and related homeowner association documents, as the same may be amended from time to time by the Board of Directors. The foregoing notwithstanding, no provision in this Declaration shall limit or restrict the conduct of any business or commercial activity by the Declarant, its agents or assigns, related to the use of any Lot or other structure located upon the Property and designated by the Declarant as a real estate sales or management office or model home.

Section 2. Dwelling Size and Construction. The minimum floor living area (heated and cooled) of a dwelling shall be 1,600 square feet, unless the living area is located on more than one floor in which event the minimum living area shall be 2,200 square feet. There shall be a maximum footprint of the structure that will be contained in the Design Guidelines in use by the Design Review Board (DRB). The DRB by majority vote may grant a variance from the restrictions of this section and from any other restriction set forth in this Declaration; provided, however, that the DRB determines, in its sole discretion, that said variance is not substantial and does not affect the overall character of the neighborhood and further provided that any such variance shall not operate as a waiver of enforcement rights as to this or to any other restriction on use contained in this Declaration. Variances granted by the DRB are subject to county codes and restrictions.

Section 3. Lot Clearing. Absolutely no clearing of a Lot beyond that approved by the DRB shall be allowed.

Section 4. Home Occupation. No Lot may be used for any purpose other than for residential purposes, except that a home occupation shall be allowed in a bona fide single family dwelling, subject to the following requirements: the use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character of the structure; there shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation; no such home occupation shall occupy more than twenty-five percent (25%) of the total living floor area of the residence; no traffic shall be generated by such occupation in greater volumes than would normally be expected in a residential neighborhood;

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and no equipment, tool or process shall be used in such home occupation which creates interference to neighboring properties due to noise, vibration, glare, fumes, odors or any electrical interference.

Section 5. Setback Restrictions. Setbacks for residences will be established by the DRB. The DRB will provide each purchaser with an approved site plan for each Lot delineating the building footprint. No owner may deviate from the site plan approved by the DRB without the written consent of the DRB.

Section 6. No Subdivision of Lots. No Lot shall be further subdivided or separated into smaller Lots; provided that this shall not prohibit corrective deeds, or similar corrective instruments; and, provided, further, that this shall not prohibit Declarant from modifying the subdivision Plat of the Property.

Section 7. Temporary Structures: Mobile Homes, Etc. No structures of a temporary nature, including mobile homes, house trailers, travel trailers, motor homes, campers or the like shall be allowed anywhere within the Property, either temporarily or permanently. This prohibition shall not apply to contractor's shelters used by the contractor during the construction of the main dwelling house, but any such temporary shelters must, however, be removed upon substantial completion of the construction which shall not occur more than seven months after the temporary shelters are first placed on the Lot.

Section 8. Vehicles, Trailers and Boat Storage. No motorcycle, moped, boat, boat and trailer, trailer, house trailer, mobile home, recreational vehicle, camper or any other similar transportation vehicle ("vehicle") or device shall be parked on any roadway or in the parallel parking spaces shown on the plat in front of the Lots overnight. No such vehicle shall be parked for any period of time, stored or otherwise be permitted to remain on the Property except in a garage on a Lot. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time, or stored or otherwise permitted to remain on any Lot except in a garage on that Lot. All non-operational or nonfunctional vehicles shall be subject to these restrictions and shall at all times be obscured from public or adjoining neighbor's view. All parking within the Property shall be in accordance with the rules and regulations adopted by the Declarant or the Association. No vehicle of any type, whether or not permitted by the above, may be parked so as to partially or totally block a sidewalk.

Section 9. Clotheslines. No clothesline, or other clothes-drying facility shall be permitted in any of the Common Areas or on any of the Lots within the subdivision.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or allowed to be located thereon which reasonably may be or may become an annoyance or nuisance to the Owner of another Lot. No junk, wrecks or inoperative or seldom used automobiles, trucks or boats visible to other Owners shall be permitted to remain on the Property nor shall other unsightly material be stored thereon. All rubbish, trash or garbage shall be regularly removed and shall not be allowed to accumulate. In the event of a claim, controversy or dispute between or among Lot owners on the question whether an activity is noxious or offensive, or whether anything done or allowed to be located upon a Lot is reasonably an annoyance or nuisance to the Owner of another Lot, the claim, controversy or dispute may be referred by any Owner of a Lot to the Board, which will have sole discretion in making determinations of fact and whose decision upon such claim, controversy or dispute shall be final and binding.

Section 11. Pets. No person shall have, keep or maintain on any Lot any fowl, reptiles or animals, domestic or otherwise, except dogs, cats, and other customary household pets, provided that such pets: (a) are not kept, bred or maintained for commercial purposes; (b) are duly licensed, if applicable; (c) do not constitute a nuisance; and (d) are not permitted to be present beyond the boundaries of the Owner's Lot without being caged or leashed. All such pets must be walked in appropriate areas and owners of such pets must clean up after their pets. If any such person fails to properly clean up after his pet, then the Association shall perform such service and

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shall bill the pet owner for said service under a Special Lot Assessment as such is hereafter defined. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to ensure that such pets are not and do not become a nuisance.

Section 12. Water and Sewer Service. All water, excepting only that utilized for irrigation purposes, used by any Owner shall be obtained from the Panacea Area Water System, Inc., a Florida non-profit corporation, its successors or assigns. All sewage must be disposed of through the sewage lines owned and maintained by Wakulla County under the direction of the Wakulla County Commissioners. The Panacea Area Water System, Inc. collects revenues of the sewer system on behalf of Wakulla County.

Section 13. Exterior Lighting. Exterior lighting shall be subject to the following restrictions:

A. All proposed fixtures shall be appropriately shielded, louvered and/or recessed downward.

B. Fixtures other than streetlights, shall be low-mounted through the use of bollards, ground level fixtures, or low wall mounts.

C. High intensity lighting, such as that for proposed roadways, shall utilize shielded low- pressure sodium lamps. The number of high intensity lamps shall be kept to a minimum.

D. Only low intensity lighting shall be utilized in parking areas and on any exterior lighting located on houses constructed on the Lots.

Section 14. Maintenance and Exterior Colors. Maintenance, upkeep and repair of the interior and exterior of each home constructed upon each Lot shall be the sole responsibility of the Owner of each individual Lot. The original exterior color and any changes in such color must be approved by the DRB and shall blend with the surrounding area.

Section 15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than four square feet advertising the property for sale, or a sign used by a builder to advertise his construction project during the construction of the primary residence. "For Rent" signs are prohibited. All signs are subject to DRB approval. This restriction does not apply to signs of Declarant, its agents or assigns, during the sale period of the Lots or to the Association in furtherance of its powers and purposes under this Declaration.

Section 16. Restrictions on Rentals. Residential dwellings may be rented. However, the Homeowners Association reserves the right to establish rules and regulations for rentals. All leases or rental agreements pertaining to a Lot shall be in writing and shall specifically subject the lessee to the requirements of this Declaration, and to all rules and regulations which shall have been properly promulgated.

Section 17. Underground Services. All cable, wires or conduits necessary for the transmission of electrical power, telephone services, TV cable service or any other similar service, including but not limited to all water lines and sewer lines, shall be by underground service only, and no overhead cables or lines for such purposes shall be erected or permitted to exist upon the Property. The Owner of each Lot shall provide conduits equivalent to the applicable utility company specifications for the installation of underground service into the dwelling.

Section 18. Antennas. To ensure that the appearance of the Property remains aesthetically pleasing, the Association may regulate the location and placement of any aerial or satellite dish, on or within a Lot or otherwise on the Property. Exterior radio, television or other electronic antennas are prohibited; provided, however, that such regulation does not affect the quality of reception or unreasonably increase the cost of obtaining the dish or related device. Prior to installing any such device, the Lot owner must obtain written approval from the Association stating that adequate landscaping exists so that the aerial or satellite dish, once installed in the proposed location, will be hidden from view of the other Lot owners.

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Section 19. Fuel Storage. No fuel or gas storage tanks shall be erected, placed or permitted on any part of any Lot. However, an Owner may keep and maintain a small propane gas tank for the operation of a barbecue grill, but shall keep same stored in a secure location on his/her Lot.

Section 20. Insurance. Nothing shall be done or kept on any Lot or Common Area which will increase the rate of insurance for the Property, including Lots and/or dwellings, or the contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his dwelling or otherwise on his Lot or the Common Area which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law.

Section 21. General Use. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinance and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in the Common Area.

ARTICLE VII

Architectural Review

Section 1. Construction Subject to Review. No construction, modification, alteration or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance) shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by The Refuge at Panacea Design Review Board (DRB) in accordance with this Article. Modifications subject to Architectural Review specifically include, but are not limited to, painting or other alteration of a building (including doors, windows and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; installation of any sign; construction of walls or fences; addition of awnings, gates, flower boxes, shelves, or other outdoor ornamentation or patterned or brightly colored window coverings; and any alteration of the landscaping or topography of the Lot.

Section 2. Procedures. The items to be submitted for approval shall include: (a) the construction plans and specifications; (b) all proposed landscaping; (c) an elevation or rendering of all proposed improvements, modifications or alterations; (d) materials to be used; and (e) such other items as the DRB may deem appropriate. The DRB shall indicate any approval or disapproval of the matters required to be acted upon by them in writing, and served upon the Owner personally or by certified mail, identifying the proposed building or structure and the reasons for such disapproval. If the DRB fails or refuses to approve or disapprove the plans within thirty (30) days after submission of all requested plans and specifications, the owner may serve the DRB personally or by certified mail written notice that thirty (30) days has passed without action by the DRB, and that the DRB has ten (10) days to indicate approval or disapproval of matters submitted. Otherwise, the approval shall be conclusively presumed. The DRB shall have ten (10) days following receipt of such written notice by the DRB to disapprove the plans. Otherwise, approval shall be conclusively presumed on the 11th day.

Section 3. Approved House Plans. All construction shall be in accordance with approved plans or as approved by the DRB, and all buildings shall be built within the building footprint or as otherwise approved by the DRB.

Section 4. Basis for Decision. The DRB shall on majority vote and in good faith approve or disapprove the application, in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations which in the sole opinion of the DRB will affect the desirability or suitability of the construction. The DRB may provide Design Guidelines for The Refuge at Panacea as a guide to Owners. The Design Guidelines may be amended as needed by the DRB.

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Section 5. Construction. If approval is given or deemed to be given, construction of the improvements applied for may be begun provided that all such construction is in accordance with the submitted plans and specifications. The DRB and the Association shall have the right to enjoin any construction not in conformance with approved plans and specifications.

Section 6. Composition of the Design Review Board. Until the Declarant ceases to be a Class B Member, the Design Review Board shall be composed of not less than one (1), and no more than three (3), members appointed by the Declarant. After the Declarant ceases to be a Class B Member in accordance with the terms of the Declaration, the Design Review Board shall be composed of not less than three (3), and no more than five (5), persons. After the Declarant ceases to be a Class B Member, the appointments to the DRB shall be by the Board of Directors of the Association. Initial appointment of the Design Review Board shall take place no later than thirty (30) days following approval of the Subdivision Plat by the Wakulla County Commission. Subsequent appointments, after the Declarant ceases to be a Class B Member, shall take place at the annual meeting of the Board, or as modified by the Owners. After the Declarant ceases to be a Class B Member, and in the event of death, resignation, inability to serve, or other vacancy in office of any member of the DRB, the Association Board shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure, and duties of the DRB shall be prescribed by and, from time to time, changed or modified by the Owners.

ARTICLE VIII

Assessments

Section 1. Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and 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 the following (to be known collectively as "Assessments"):

- A. Annual General Assessments;
- B. Special Assessments for the purposes provided in this Declaration; and
- C. Individual Lot Assessments for any charges particular to that Lot, together with a late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee, whether or not a lawsuit is filed in any court.

Section 2. Purpose of Assessments. The Annual and Special Assessments levied by the Association shall be used exclusively for the construction, improvement, maintenance and operation of the Common Areas and Facilities and the management and administration of the Association. Such expenses may include, without limitation, the cost of wages, materials, insurance premiums, services, common utilities, supplies and other reasonable amounts, as determined by the Board, for working capital, maintenance of the storm water drainage system and for reserves. Each Owner shall be responsible for the improvement, maintenance and repair of his/her Lot or Lots and all improvements thereon (other than Common Facilities located thereon), including both the interior and exterior of all dwellings and any other structures thereon, and no such costs may be included within the Annual or Special Assessments. An Owner who fails to keep his/her Lot and all improvements in good order and repair shall be subject to an Individual Lot Assessment for any expenses incurred by the Association in performing such duties.

Section 3. Annual General Assessment. The initial annual property owner fee is established as \$960.00. This fee shall be in effect until January 1 of the year following the conveyance of the first Lot to an Owner. Thereafter, the annual general assessment shall be in such amount as may be determined by the Board of Directors of the Association, which shall be established and published on or before January 1 of each subsequent year. This assessment shall be on a pro rata basis by lot, representing a single lot share of expenses of maintenance and

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administration, and any expenses as determined by the Board of Directors or the governing documents. The initial fee per lot shall be \$960.00 per year.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including real property, fixtures and personal property related thereto, or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided, that any such assessment shall be determined by a majority vote of the Board of Directors at a regular meeting or special meeting duly called for the purpose of considering the Special Assessment. Any Special Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 5. Special Assessment Upon Sale of a Lot. Upon transfer of each Lot in the subdivision, including all transfers subsequent to the initial purchase, the Purchaser shall pay at closing to the Association an amount equal to two (2) months maintenance assessments on that Lot, which fund shall be a one time contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of assessments charged to that Lot in the two (2) months following the Closing. No reimbursement shall be made to the Seller of the Lot for any capital contribution made by the Seller at the time of Seller's purchase of said Lot.

Section 6. Date of Commencement of Annual General Assessments: Due Date. The Board shall fix the amount of the Annual General Assessment for each Lot at least thirty (30) days in advance of each calendar year and send notice of the assessment level to each Owner. The due dates shall be established by the Board, and unless the Board determines otherwise, each Owner shall be required to pay the stated assessment in a single, annual installment. The failure or delay of the Board in setting the Assessment shall not constitute a waiver or release of an Owner's obligation to pay Annual General Assessments whenever the amount of such assessments is finally determined, and in the absence of notice of the new assessment level, each Owner shall continue to pay the assessment at the previous rate until notified otherwise.

Section 7. Uniform Rate of Assessment. With the exception of Individual Lot Assessments as described in this Article VIII, Section 8 below, the Annual General Assessments and the Special Assessments for Capital Improvements shall be fixed at a uniform rate for all Lots.

Section 8. Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or an improvement upon the specific Lot, other special services to such Lot or any other charges designated in this Declaration as appropriate for an Individual Lot Assessment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

A. **Late Fees; Interest.** Any Assessment not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest at ten percent (10%) per annum from the date of delinquency, plus late fees as determined by the Board.

B. **Nature of Obligation: Creation of Lien.** All such assessments, together with interest thereon and costs of collection thereof as provided in this Declaration, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees for collection and foreclosure thereof when delinquent, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. Further, a Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, unless a lien for unpaid assessments has been eliminated by a foreclosure proceeding. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amount paid by the Owner.

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C. Action on Lien. The lien provided for in this Section shall be in favor of the Association, and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient for an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien.

D. Transfer of Title: Certificates. Any Owner (other than Declarant) who wishes to convey title to a Lot shall, at least fifteen (15) days prior to the conveyance, provide the Association with the name and address of the intended purchaser. The Association shall have the right, but not the obligation, to notify the intended purchaser of any unpaid assessments relating to the Lot being conveyed. In addition, 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 for the specified Lot have been paid. Such certificates may be relied upon by the purchaser as evidence of payment of assessments therein stated to have been paid.

Section 10. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be subordinate to any mortgage lien on any Lot recorded prior to the date the Assessment became due. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of such a mortgage or any proceeding in lieu thereof shall extinguish the lien of such Assessments which became due prior to such sale or transfer pursuant to foreclosure. No sale or transfer shall relieve the transferees of such Lot from liability for any Assessments thereafter becoming due or from the lien for such new Assessments.

Section 11. Insurance.

A. Insurance on Common Areas. The Board of Directors may, in its discretion, obtain casualty insurance for any Common Areas to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief, windstorm endorsements, and other coverage deemed desirable by the Board. The Board is not required to obtain any such insurance.

B. Public Liability. The Board may, in its discretion, obtain public liability insurance in such limits as the Board may from time to time determine insuring against any liability arising out of, or incident to, the ownership or use of the Common Areas. The Board is not required to obtain any such insurance.

C. Director and Officer Liability Insurance. The Board may, in its discretion, obtain liability insurance insuring against personal loss for actions taken by members of the Board and Officers in the performance of their duties. Such insurance shall be of the type and amount determined by the Board, in its discretion. The Board is not required to obtain any such insurance.

D. Premiums. The cost of any insurance stated above shall be an expense of the Association, and shall be included in the Annual General Assessments.

Section 12. Repair and Reconstruction after Fire or Other Casualty.

A. Common Facilities. If fire, windstorm or other casualty damages or destroys any of the improvements of the Common Areas, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from any available insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhaustion of insurance and reserves.

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B. Lots. If fire or other casualty damages or destroys a house or any other improvements on a Lot, other than the improvements that are part of the Common Areas, the Owner of that Lot shall promptly (within forty-five (45) days) clear the debris and initiate the procedure to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Board. If such Owner refuses or fails to begin to repair and rebuild any and all such damage within forty-five (45) days, or fails to continue such repair or restoration in an expeditious manner, the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild such improvement, or to remove the damaged improvements from the Lot and dispose of same, and to clean up the Lot, the cost of which repair, rebuilding, removal, disposal and clean up shall be charged to the Owner as an Individual Lot Assessment. Nothing herein shall impose on the Association an obligation to rebuild or repair any improvements on a Lot or Lots.

ARTICLE IX

Easements

Section 1. Common Areas. Each Owner shall have an easement to all common areas of the Subdivision. Such easements shall be private, and shall not be used by the general public. The Declarant or any Owner may delegate to the members of his/her family, his/her guests or tenants while residing at the Owner's dwelling, his/her right of enjoyment of those easements in accordance with such rules and regulations as may be adopted by the Association.

Section 2. Utility Easements. The Declarant hereby reserves for itself, its successors and assigns and designees, an easement for the benefit of the Property upon, across, over, through, and under that portion of the Property as evidenced on the Plat, including, but not limited to, a blanket easement, over and upon the Common Area, for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, telephones, electricity, television, cable or other communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, and its successors or assigns, to install and maintain equipment on the easement to excavate for such purposes. This easement shall in no way affect any other recorded easements on the Property and the Declarant reserves for itself and the Association, through its Board of Directors, the authority to grant specific utility easements by separate recordable instruments.

Section 3. Drainage. Easements are expressly reserved for the construction, installation, replacing, repairing and maintenance of the storm water drainage system. Further, for a period of seven (7) years from the date of conveyance of the first Lot, the Declarant reserves a blanket easement and right on, over, and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected Property to its original condition as nearly as practicable.

The Declarant shall give reasonable notice of intent to take such action to all affected Owners unless, in the opinion of the Declarant, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant and shall not be construed to obligate Declarant to take any affirmative action in connection therewith.

Section 4. Encroachment. To the extent that any improvements constructed by the Declarant on any Lot encroaches on any other Lot or Common Area, whether by reason of any deviation from the Plat or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment shall exist.

Section 5. Maintenance. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the Common Areas and Facilities and to maintain, repair and, when necessary, replace the drainage system and the storm water drainage system in order that such systems shall be maintained and operated in accordance with

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the regulations of Wakulla County and the State of Florida. All maintenance shall be as specified in this Declaration and in accordance with the Articles of Incorporation, Bylaws, and rules and regulations adopted by the Association, if any. Notwithstanding the maintenance rights and obligations of the Association as provided in this Declaration, the Articles of Incorporation, Bylaws, and rules and regulations adopted by the Association, a Lot Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or by that of any member of his family, guests, employees, agents, lessees or their invitees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or its appurtenances or of the Common Area.

Section 6. General. Declarant does hereby grant a nonexclusive personal easement and right of ingress and egress across, under, and to all Common Areas, to each and all law enforcement, fire fighting, and postal or delivery organizations, solid waste, or mosquito control, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

Section 7. Development Easement. Declarant does hereby reserve a non-exclusive perpetual easement and right of access across, under and to all Common Areas for construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Developer deems appropriate or necessary in connection with the sale and development of the subdivision.

Section 8. Common Roads of The Refuge at Panacea. The Declarant reserves for the benefit of the Owners of any Lot in The Refuge at Panacea, an easement appurtenant for ingress and egress to those certain roads and rights-of-way of The Refuge at Panacea according to the Plat thereof.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, the Declarant/Developer, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association, the Developer/Declarant, or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenant contained herein (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the party initiating such successful judicial proceeding for the enforcement of said condition, restriction, covenant and/or lien. Notwithstanding anything herein to the contrary, any and all costs including, but not limited to, attorneys' fees and court costs which may be incurred by the Association or the Declarant in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as an Individual Lot Assessment to the Owner against whom such action was taken.

Section 2. Duration. The Covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the Public Records of Wakulla County, Florida. After which time, all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of one

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(1) year from the date of such recording. Unless this Declaration is so terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. Amendment. This Declaration may be amended at any time by an affirmative vote by Owners holding 75% of the total voting power of the Association. The Amendment shall be executed by the President of the Association and attested by any other officer of the Association or member of the Board of Directors of the Association and shall contain a Certification by those executing the Amendment that the required 75% affirmative vote has been obtained after proper notice in accordance with the By-Laws of the Association and the Amendment shall become effective upon recordation in the Public Records of Wakulla County, Florida, and approval, if necessary, by the necessary governmental authority. Provided, however, that: (a) as long as Declarant is an Owner, no amendment shall become effective without the written consent of the Declarant and execution of the Amendment by the Declarant; and (b) the Declarant/Developer reserves the absolute and unconditional right unto itself to amend this Declaration at any time within two (2) years from the date of execution hereof if doing so is necessary or advisable to: (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages; or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s); or (iii) to clarify the provisions herein.

Section 4. Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. Condemnation. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the Owners shall not so agree such proceeds shall be added to the funds of the Association.

Section 6. Action Absent Meeting. Any action required to be taken hereunder by vote or assent of the Owners may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Owners. Any action so approved shall have the same effect as though taken at a meeting of the Owners, and such approval shall be duly filed in the minute book of the Association.

Section 7. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding a Mortgage on the Lots, it shall be sufficient to obtain the written consent of all Mortgagees holding a lien on eighty percent (80%) or more of the Lots. Provided, however, that in the event one Mortgagee is holding a lien on 70% or more of the Lots encumbered by the Mortgagees, the written consent of such Mortgagee alone shall be sufficient. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within twenty-one (21) calendar days of receipt thereof shall be deemed given for purposes hereof. This Section 7 shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under this Declaration to make amendments that do not so adversely affect the Mortgagees.

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Section 8. Non-Liability of the Association. Neither the Association nor the Declarant Developer shall in any way or manner be held liable for failure to enforce the conditions, restrictions and covenants contained herein, or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself. The Association shall defend, indemnify, and hold harmless the Developer and all Association Officers and Directors in any action brought for failure to enforce the conditions, restrictions and covenants contained herein for any violation of the restrictions by any Owner other than the Developer.

Section 9: Legal Fees. Any and all legal fees including, but not limited to, attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

Section 10. Continuing Violation. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 11. Severability. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration that shall remain in full force and effect.

Section 12. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant, The Refuge at Panacea, LLC, a Florida Limited Liability Company, has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its partners this 6 day of June, 2005.

Signed, sealed and delivered in the presence of:

The Refuge at Panacea, LLC,
A Florida Limited Liability

Company
Leigh Roberts
Signature of First Witness
Print Name: Leigh Roberts

By: J. Donald Nichols
Name: J. Donald Nichols
As Its: Managing Member

Jennifer Jones
Signature of Second Witness
Print Name: Jennifer Jones

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 6 day of June, 2005, by J. Donald Nichols as Managing Member of The Refuge at Panacea, LLC, a Florida Limited Liability Company. He/She is () personally known to me or () has produced _____ as identification.

Leigh Roberts
Signature of Notary Public
Print Name: Leigh Roberts
Notary Public, State of Tennessee
Commission Number: _____
My Commission Expires: _____



My Commission Exp. March 21, 2009