

DECLARATION OF RESTRICTIONS,
COVENANTS, EASEMENTS AND RESERVATIONS

RIVER PLANTATION ESTATES

This Declaration is made by WEE COUNTRY CORPORATION OF FLORIDA, a Florida corporation, P. O. Box 25166, Dallas, Texas 75225, as of the 7th day of February, 1983.

RECITALS

1. The Declarant is the owner of a certain real property hereinafter called the "Land" situated in Wakulla County, Florida, described on Exhibit A attached hereto.

2. The Declarant intends that the Land shall be subdivided into residential lot sites, which will achieve certain objects and purposes: namely, that the development will be a residential community which is aesthetically pleasing, harmonious with the environment, and conducive to residential and recreational use by the owners thereof on a lasting basis and that such development will preserve the natural beauty of the Land to the fullest extent possible during all seasons of the year.

3. The Declarant believes that such objects and purposes can be best achieved through the imposition of restrictions, covenants, easements, and reservations upon the Land. It further believes that the objects and purposes may be implemented by continuing control either directly by the Declarant or through other entities to be created for such purposes, all as hereinafter set forth.

NOW, THEREFORE, in order to achieve the above-described objects and purposes, the Declarant does hereby impose upon the above-described Land the restrictions, covenants, easements, reservations and other encumbrances set forth herein. All such encumbrances shall run with the Land and shall be considered to be a part of any and all conveyances, transfers, leases and other documents affecting all or any part of the Land whether or not specifically set forth in such documents.

ARTICLE I - DEFINITIONS

1.1 "Wakulla River Club" shall mean the nonprofit corporation described in Article VI hereof, also referred to herein as the "Club."

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1.2 "Buildings" or "Improvements" means an improvement located upon the Land.

1.3 "Common Area" shall mean any Lot, as defined below, or portion thereof, or any easement which has been conveyed by the Owner thereof to the Wakulla River Club, and roads, easements, and any areas designated as "Open Space" on the Plat, or reserved on such Plat by Declarant, including any improvements thereof, which areas exist for the common use of all owners, their guests and invitees.

1.4 "Committee" shall mean the Architectural Control Committee provided for in Article VIII hereof.

1.5 "Common Expenses" shall mean the costs and expenses of managing, maintaining and operating the Common Areas and Common Facilities. Each owner shall be responsible for his pro rata share of the Common Expenses as set forth in Section 6.8 hereof.

1.6 "Common Facility" shall mean any water, other utility or other improvement which is located within the Land and which is commonly used or available for common use by all Owners and which has been conveyed by the Owner thereof to the Wakulla River Club.

1.7 "Declarant" shall mean Wee Country Corporation of Florida, a Florida corporation.

1.8 "Land" shall mean the real property described in the preamble hereof, and such additional real property as may hereafter be brought within the jurisdiction of the Wakulla River Club.

1.9 "Lot" shall mean each separately numbered and designated parcel of land or air space as shown on the Plat.

1.10 "Owner" shall mean the fee simple title holder of each respective Lot, or of a subdivided portion thereof as permitted under paragraph 4.1 hereof.

1.11 "Plat" shall mean the plat of RIVER PLANTATION ESTATES heretofore filed in Book 2 at Page 43-46 of the Wakulla County Records and incorporated herein by reference, subdividing the Land described in the preamble hereof. "Plat" also shall include plats filed by an Owner subdividing or otherwise affecting a Lot in accordance with Section 4.1 hereunder. Declarant reserves the right to amend the Plat from time to time in the manner permitted by law and the Wakulla County Subdivision Regulations, to establish, vacate and relocate easements, access road easements and parking areas.

1.12 "Wetlands Area" shall mean that area lying within the wetlands line and the Wakulla River, as shown on the Plat.

ARTICLE II - EASEMENTS

2.1 Generally. Easements for the purposes of roads, utilities, drainage, walkways and access, as designated, shall be as shown on the Plat. Changes in easement locations approved by the Declarant under Section 4.1 hereof. Approved easement changes shall be binding upon all owners and upon any other users of such easements.

2.2 Interference with Easements. No improvement, structure or barricade of any kind whatsoever may be erected or placed upon any platted or other easement without the prior written approval of the Declarant.

2.3 Water System. Whether or not shown on the Plat, there is hereby reserved to the Declarant and its assigns, easements for all underground improvements now in place, which form part of the common water system, including without limitation, any water wells, water lines, pumps and electrical lines. Said easements include the right of the Declarant and its assigns to enter and repair and maintain such improvements. There is hereby reserved to the Declarant and its assigns, an easement within the Land to construct, install and maintain one or more underground wells to be used to supplement the existing water system, if such are necessary in the future. Said wells may be located anywhere within the Land, provided that the easement granted hereby shall not result in material injury to any buildings within the Land existing at the time of such well construction.

2.4 Drainage. There is reserved to the Declarant and its assigns easements for the uninterrupted flow of water through any established watercourses through the land, together with the right to repair and maintain existing culverts, as well as to undertake any remedial work for water channelization or other work reasonably necessary to avoid or minimize debris flooding or other hazard related to such watercourses.

ARTICLE III - SETBACKS

3.1 Generally. For the purpose of providing tree screen areas, open areas and green belts, all houses hereafter constructed, excluding replacement of existing improvements, shall be set back a distance of twenty-five (25) feet from the front property lines, fifteen (15) feet from the side property line and ten (10) feet from the back property line, except that

on Lots abutting Wakulla River there shall be no construction of houses within the wetlands area as shown on the Plat, and in any event, not within 100 feet of the Wakulla River, but this restriction shall not preclude the construction of docks and walkways within the wetlands area.

3.2 Architectural Control of Improvement Location. Regardless of the establishment of the overall setbacks under this Article, the Committee shall have and retain the full authority granted to it under Article VIII to control the placement of any improvements on the Lots, and it may require in appropriate cases that improvements be set back farther or nearer than the distance established under this Article, except the Committee may not alter or vary the restriction that no houses shall be constructed in the wetlands area as shown on the Plat, and in any event, not within 100 feet of the Wakulla River.

ARTICLE IV - SUBDIVISION AND IMPROVEMENT

4.1 No Subdivision Without Approval. No Lot may be subdivided except by submission to the Declarant of a detailed survey showing the proposed new boundary line, the proposed location or relocation of easements, the proposed location and nature of improvements, and any other items requested by the Declarant. No proposed subdivision of a Lot shall be effective in any way without prior written approval by the Declarant, which approval may be withheld if such subdivision would not accord with Declarant's overall plan of development, or would overtax available water and sewerage resources of the Land. Notwithstanding any approval by Declarant, no Lot may be subdivided until such subdivision has received the approval of all governmental entities who may have authority over such subdivision by virtue of Florida or Federal law. There shall be no subdivision of any Lot which has been designated for use as single family residence on the Plat.

4.2 Conveyance and Improvement of Lots. A Lot may be conveyed or sold under appropriate Florida or Federal law. No Lot may be developed or improved by the Owner thereof without the submission of the plan of development or improvement to the Committee and approval of such plan by the Committee as provided in Article VIII hereof. Such approval shall not be unreasonably withheld.

ARTICLE V - COMMON AREAS

5.1 Right to Use; Assessments. Title to the Common Areas and Common Facilities, which are designated on the plat as roads and easements, will be conveyed to the Wakulla River Club, free and clear of any liens and encumbrances, except for a co-equal right of use of the roads and access road easement reserved to the Declarant and assigns. Each Owner, except as hereinafter provided, shall have a right and easement of use and enjoyment of the Common Areas. Such easement shall apply to the guests of Owners, and such other persons as may from time to time be authorized by the Club. The use of the Common Areas shall be subject to suspension of voting rights and right to use facilities as provided in the Bylaws of the Club for the failure of an Owner to pay an assessment when due or for a violation of the provisions of this Declaration. Title to the roads shown on the Plat will be subject to the reserved right of co-equal use thereof by the Declarant and its assigns, as reasonably necessary for Declarant's development of the balance of lands presently owned by Declarant.

5.2 Expenses. The Common Expenses associated with the Common Areas shall be borne by the Wakulla River Club and shall be prorated as set forth in Article VI hereof and the Bylaws of the Club.

ARTICLE VI - WAKULLA RIVER CLUB

6.1 Creation. The Declarant has caused the "Wakulla River Club, Inc., a nonprofit corporation," to be formed under the laws of the State of Florida.

6.2 Membership. Every Owner of a Lot or an interest therein and any person or entity who is a record owner of a fee or undivided interest in any lot or parcel of land which is subject by covenants of record to assessment by the Club shall be and is required to be a member of the Club. Memberships shall be appurtenant to and shall pass with the title to each Lot and may not be separated from ownership of the Lot. Each member of the Club shall have one vote, except when more than one person holds an interest in a Lot. In that event, the one vote for the Lot shall be exercised as the Owners determine. In no event shall more than one vote be cast with respect to a Lot. There shall also be five Special Memberships as provided in Article VII, Section 3, of the Articles of Incorporation of the Club. Each holder of a Special Membership shall be entitled to one vote.

6.3 Representative of Owners. The Owner of each Lot and, in the event that a Lot, or subdivided portions thereof, is

owned by more than one person, then all such Owners or the governing body representing such Owners, as appropriate, shall designate in writing to the Club the person entitled to represent and to cast the vote for such Lot.

6.4 Use Charges. The Club shall have the right to charge reasonable fees for the use of Common Facilities.

6.5 Duties. The Club shall have the duty of providing management, maintenance, repair, landscaping, and should the same be authorized, improvements for the Common Areas and Common Facilities, and for all easements described in Article II hereof. It shall further be responsible for providing such insurance as may be necessary or desirable with respect to the Common Areas. The Club may employ a managing agent to perform its duties hereunder.

6.6 Assignment and Delegation by Declarant. It is contemplated that the Declarant may from time to time transfer, assign and delegate those powers and rights reserved to it under this Declaration, together with the obligations attendant thereto, to the Club. It shall then be the responsibility of the Club to recognize and to exercise such powers, rights and obligations. When the Declarant has sold seventy-five percent (75%) of the Lots contained in all of the Land and any areas to be later subjected to this Declaration, taken together, it shall assign and delegate all of those powers and rights reserved to the Declarant under this Declaration, together with the obligations attendant thereto, to the Club.

6.7 Costs of Club. The Club shall perform its duties and obligations upon a cost basis and shall have the right to establish appropriate cash reserves to insure the performance of its duties and obligations.

6.8 Assessments. The Common Expenses incurred by the Club in its operation shall be borne by the Owners upon an assessment basis. Each Owner of a Lot (or subdivision thereof), by acceptance of a deed therefor, whether or not so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Club his respective assessment as herein provided. Each Owner shall be responsible for an equal fractional proportion of the total assessment with other members of the Club. The assessments shall be determined by the Board of Directors of the Club and shall be sufficient to provide for the payment of all estimated expenses incurred in connection with the maintenance and operation of the Common Areas and Common Facilities, which sum may include, but is not limited to, expenses of operation, management, taxes and special assessments until separately assessed, insurance premiums on Common Areas and buildings thereon (including fire insurance with extended coverage, vandalism and malicious mischief insurance, public lia-

bility and other insurance), landscaping and care of grounds, common lighting and heating, repairs and renovations, trash and garbage collections, wages, common water and sewage service operating expenses and other common utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Resident Manager, or Board of Directors, under or by reason of this Declaration, the payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the Common Areas. An Owner's assessment shall also include costs incurred by the Club in accordance with Section 10.2 hereof. The omission or failure of the Board to fix the assessment for any assessment period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay. The assessments for estimated Common Expenses shall be due annually in advance and the Board of Directors or Managing Agent shall prepare and deliver or mail to each Owner an itemized statement showing the estimated or actual expenses for the assessment period and the proportionate amount due from such Owner. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot.

6.9 Adjustments to Assessments. The Board of Directors of the Club may, in their sole discretion, determine to adjust one or more Owner's assessment in relation to other Owners' assessments in order to equitably compensate for inequalities in use of water services and exclusions from recreational areas. The Board's determination of adjustments in the absence of bad faith shall be binding upon all Owners.

6.10 Lien for Assessments. All sums assessed but unpaid for the share of Common Expenses chargeable to any Lot shall constitute a continuing lien on such Lot superior to all other liens and encumbrances, except for:

(a) Taxes and special assessment liens on the Lot in favor of any assessing authority.

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

A first mortgagee who shall acquire title to a parcel as the result of a foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of any portion of the assessments coming due during the period of such ownership. Provided, however that if any such first mortgagee shall acquire title as aforesaid, then neither said first mortgagee, nor its successors or assigns shall be

responsible for assessments made by the Association against the former owner that became due prior to the mortgagee's acquisition of title as a result of the foreclosure or deed in lieu thereof.

If any assessment shall remain unpaid after thirty days after the due date thereof, the unpaid amount shall bear interest at the rate of twelve (12) percent per annum.

To evidence the lien as above provided, the Board of Directors or Resident Manager may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors and may be recorded in the office of the Clerk and Recorder of Wakulla County, Florida. Such lien for assessment shall attach from the due date of the assessment. To enforce the lien, the Club may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. The Owner shall be liable for the amount of unpaid assessments, any penalties thereon, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees incurred in connection with enforcement of the lien. The Club shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.11 Personal Obligation of Owner. The amount of the Common Expenses assessed against such Lot shall also be a personal obligation of the Owner thereof at the time the assessment is due. Suit to recover a money judgment for unpaid assessments, and any penalties thereon shall be maintainable without foreclosing or waiving the lien securing same.

6.12 Payment by Encumbrancer. Any encumbrancer holding a lien on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment such encumbrancer shall have a lien on such Lot for the amounts paid of the same priority as the lien of his encumbrance.

6.13 Homestead. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Article are for the improvement and maintenance of the property, and that the assessment liens provided for herein shall be superior in priority to any claims of homestead status.

ARTICLE VII - LAND USE

7.1 General Use Restrictions. Lots one through sixty-seven as shown on the Plat, shall be restricted to single-family use and no commercial enterprise on or use of these Lots shall be permitted.

7.2 Specific Restrictions. In addition to the foregoing, the following restrictions on use of the Land are imposed:

(a) In General. No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done or be caused to be done to any Lot that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

(b) No Housetrailers. No housetrailers or mobile homes, whether temporary or permanently emplaced, shall be permitted within the Land, except for trailers and portable offices used or permitted by Declarant in connection with construction or marketing efforts.

(c) Animals. No animals shall be kept or maintained on the Land, except riding horses and the usual domestic household pets; and in such case, such household pets shall be kept confined to the Owner's Lot or attached to a leash so as not to become a nuisance. No animals may be raised for commercial purposes.

(d) Limited Access. There shall be no access to any Lot on the perimeter of the Land except from designated roads within the Land.

(e) Drainage. There will be a substantial amount of natural surface water drainage and runoff flowing over the area. No Owner or other persons shall interfere with or redirect the natural course of any such drainage and runoff so as to cause an unnatural flow onto or across the land of another.

(f) Temporary Structures. No temporary structure, excavation, basement, trailer, or tent, shall be permitted on the Land, except as may be necessary during construction or as authorized by the Committee.

(g) Sewerage. Sewerage shall consist of a central sewer system, which all Lots are required to tie into. The system shall be maintained by Wakulla River Club. Lot owners shall pay the sewer charge as an assessment established by the Club.

(h) Unsightliness. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing:

i. All unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or screened from view.

ii. Service areas and facilities for hanging, drying, or airing clothing or fabrics shall be enclosed by an approved structure or screened from view.

iii. Pipes or tanks for water, gas, oil, sewer, drainage, or other purposes; wires, poles, utility meters, and other utility facilities; and sewage disposal systems or devices shall be enclosed by an approved structure or shall be below the surface of the ground. If, at the time of the occupancy of any structure, connections to nearby underground electric or telephone lines are not available, then temporary poles or wires for electric or telephone service, as the case may be, may be installed to a reasonably necessary height provided that they shall be promptly removed at the expense of the Owner after such connection becomes available.

iv. The size and location of any exterior television or radio antenna shall be subject to prior written approval by the Committee.

(i) Signs. No signs or advertising devices of any nature shall be erected or maintained on the Land, except as necessary to identify the name or ownership of the particular Lot and its address; except as necessary or desirable to give directions, advise of rules and regulations, or caution or warn of danger; and except as may otherwise be necessitated by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Land only with prior written approval by the Committee. Approval shall be given only if such signs are of attractive design and are as small in size as is reasonably possible. Signs shall be placed or located as directed or approved by the Committee, which shall have sole authority to determine whether any sign shall meet the requirements of this Declaration. The Committee, in determining sign approval, shall consider whether the names and logograms selected lend identity to a particular facility and will be easily susceptible to graphic treatment and promotional efforts. Under no circumstances shall neon or brightly-lighted signs or self-lighted signs be permitted.

(k) Maintenance. All Lots, including all improvements thereon, shall be kept and maintained by the Owner thereof in a clean, safe, attractive, and sightly condition and in good repair. Failure to comply with this provision shall subject the Lot to the provisions of Article X wherein repairs and maintenance may be made for the Owner at his expense. An Owner shall do no act or work that will impair the structural soundness of the building or impair any easement or hereditament.

(l) Light, Sounds and Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare, no sound shall be emitted on any Lot which is unreasonably loud or annoying, and no odor shall be emitted on any Lot which is noxious or offensive to others.

(m) Refuse. No refuse, including without limitation, trash, garbage, lumber, grass, shrub or tree clippings, plant waste, compost, ashes, metals, bulk materials, and scrap materials, shall be allowed to accumulate on any Lot and none shall be placed in the Wakulla River. Each Owner shall provide suitable covered noiseless receptacles for the collection of such refuse in preparation for regularly scheduled periodic pickup. Refuse shall be stored for such pickup in such containers which shall, in turn, be enclosed in an approved structure so as to be screened from public view and protected from disturbance. No refuse may be thrown or dumped on any of the Land. No incinerators or other devices for the burning of refuse indoors shall be constructed, installed, or used by any person except as approved by the Committee.

(n) Parking and Storage. Parking of vehicles on any Lot is permitted only within parking spaces constructed pursuant to approval by the Committee, except that vehicles may be parked in other areas while loading and unloading. Except for automobiles, station-wagon-type vehicles, jeep-type vehicles, pickup trucks, and bicycles, other vehicles and all articles and implements, including without limitation trailers of all types, other types of trucks, self-powered or other mobile homes, boats, tractors, campers not mounted on pickup trucks, and garden maintenance equipment, shall be parked or stored on the Land only in an approved enclosed structure or screened from view.

(o) Hazardous Activities. No activities shall be conducted on any Lot, and no improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted on the Land except in a contained barbecue unit while attended and in use for cooking purposes or except in a safe and well-designed interior fireplace or ex-

cept such controlled and attended fires as are required for clearing or maintenance of Land.

(p) Occupancy. No portion of any Lot shall be used for residence, living or sleeping purposes other than rooms designed for such purposes in a completed structure. No living or sleeping room in any structure shall be used for living or sleeping purposes by more persons than it was designed to accommodate.

(q) Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, exploring for rocks, stones, gravel or earth, except as provided in Section 2.3 hereof, and except for shallow wells for the purpose of watering yards.

(r) Number and Size of Docks. There shall be only one dock per Lot abutting the Wakulla River. No dock shall be constructed until approved by the Committee in accordance with Article VIII of these restrictions. No dock in any event shall cover in excess of five hundred square feet in surface area on the water.

(s) Preservation of Trees and Plants. Within the wetlands area as shown on the Plat, Owner shall cut no plants and shall remove no trees that have a diameter in excess of four inches where measured two feet above ground level. The restriction on cutting of plants does not have reference to trees of less than four inches in diameter; however, in the construction of the walkway and dock area on each Lot no trees and plants shall be cut except those that are absolutely necessary for access to the Wakulla River. The Architectural Control Committee referred to in Article VIII shall consider the most feasible method of preservation of trees and vegetation on each Lot before construction commences. The Committee may not alter or vary the restriction pertaining to the removal of trees and the cutting of plants in the wetlands area.

(t) Water Supply. City of Tallahassee water is or will be available to each Lot. All Owners are required to utilize this water supply for household uses and shall pay the usual and customary hook-up charges for this service, plus the monthly charges for water service.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Establishment of Committee. In order to achieve the objects and purposes of the Declarant as set forth in the preamble of this Declaration, the construction of any and all improvements of whatever type, including boat houses and docks, alterations and additions to any existing improvements, shall be

subject to prior written approval by the Committee. Specifically, and without limitation, the Committee shall approve the exact location of all improvements and the exterior building materials therefor; the ground floor area, the height, and the number of rooms and of units in all structures; and the number of, and the arrangement of, parking spaces as well as the design of vehicular access thereto.

8.2 Membership. The Committee shall consist of three persons at least two of whom shall be members of the Club. An architect or engineer may be employed by the Committee on a limited basis to assist in its consideration of architectural control. The Committee shall initially be appointed by the Declarant and shall serve at the pleasure of the Declarant, but Declarant may transfer such rights to the Club as herein provided, and shall do so upon sale of seventy-five percent (75%) of the lots under this Declaration. The Declarant may designate one or more alternative members for each regular Committee member to act in place of an absent member. The first Committee shall consist of the following persons, who shall serve at the pleasure of the Declarant or its assigns:

<u>Name</u>	<u>Office</u>	<u>Address</u>
W. R. Goddard	Chairman	5944 Luther Lane Suite 1003 Dallas, Texas 75225
William R. Goddard, Jr.	Member	5944 Luther Lane Suite 1003 Dallas, Texas 75225
Hugh Corrigan, IV	Member	5944 Luther Lane Suite 406 Dallas, Texas 75225

8.3 Rules and Regulations. The Committee may in its discretion set forth guidelines for the assistance of Owners regarding particular aspects of the architectural control to be exercised under this article. Further, the Committee shall adopt and reduce to writing a uniform set of rules and procedures for processing the materials submitted to it for approval. It will also list the items which will be required to be submitted by the Owner for any proposed improvements and the time(s) for such submissions. Such guidelines, rules, procedures, and lists shall be made available to all Owners, and prospective Owners through the secretary of the Committee.

8.4 Submission to Committee. The Committee may require any Owner or prospective Owner to submit any or all of the following material. This list shall not be deemed to limit the Committee in requiring any other materials.

(a) A preliminary report indicating the general nature of the proposed project.

(b) Preliminary plans and specifications for the proposed improvements.

(c) Except for the original improvements, the erection of a skeleton outline of the proposed improvement so as to determine the overall effect of the proposed improvement with respect to height, view, and general harmony.

(d) A detailed survey with contour intervals of not less than two feet, showing the location of proposed improvements, including without limitation, all structures, drives and parking. The survey shall show such other detail as the Committee may require.

(e) Detailed working drawings prepared by a licensed architect or engineer to such scale as requested by the Committee and with such elevations as the Committee may deem necessary.

(f) A list of exterior materials to be used and the proposed exterior colors.

8.5 Committee's Decision. The Committee shall have a period of forty-five days, except such period shall be thirty days for any period starting in the months of March through August for each year, from the submission to it of the last material which it may request within which to approve or disapprove the proposed improvements, whether in part or in whole. The Owner or proposed Owner, his architects, engineers, or contractors, shall meet with the Committee, upon reasonable notice of such meeting, in order to facilitate the processing and approval of improvement plans. The failure of the Committee to approve or disapprove plans within the period described in this paragraph shall constitute evidence of Committee approval. Any approval or disapproval by the Committee shall be in writing.

8.6 Majority Approval; Architect's Consent. Committee approval shall be a majority of the Committee.

8.7 No Construction Without Approval; Title Documents. No work with respect to the construction of improvements, including boat houses and docks, shall be commenced unless and until written approval of the Committee has been given or through the lapse of time following submission of material as above provided. The Committee shall have the further right to enforce compliance with its rules and procedures by the filing of documents affecting title to any particular lot; by requesting that the appropriate governmental authorities not grant building or other required permits or licenses; by court action for a pro-

hibitive or mandatory injunction; or by such means as it may deem necessary or advisable.

8.8 Variance. The Committee, for good cause, may waive any of its requirements and may permit a variance under the terms of this Declaration, except no variances shall be granted under Sections 3.1, 3.2 or 7.2(s), and provided that no such waiver or variance shall be given or granted which would affect the overall objects and purposes of the Declarant in its development of the Land.

8.9 Liability. The Committee and its members shall not be liable for any action taken by it in good faith and shall be held harmless by all persons dealing with it, by the Declarant, and by the Club for any actions, except gross negligence or willful misfeasance or malfeasance.

ARTICLE IX - CONSTRUCTION OF IMPROVEMENTS

9.1 Period of Construction. All improvements constructed upon the Land shall be completed within twelve (12) months from the date of Lot preparation or excavation (which preparation shall not be unreasonably begun) unless written permission granting an extension of time is obtained from the Declarant or unless construction is delayed by strikes, war, riot, or acts of God. In order to assure compliance with the provisions hereof, the Declarant may require such assurances as it may deem advisable from the Owner, from the general contractor or subcontractors, or from the interim or permanent lender financing the cost of any improvements. At the discretion of the Declarant, such assurance may be a completion and construction bond with the Declarant named as a obligee thereunder, a per diem dollar amount of penalty for failure to make timely completion, or any other device or method commonly used to assure completion of improvements.

9.2 Failure to Construct. Upon any failure to construct improvements, the Declarant may specifically enforce the terms of any contractual option which it may have to re-acquire a lot.

9.3 Waiver. During the period of construction of improvements, the restrictive provisions of this Declaration will be waived only to the extent necessary to permit completion of construction and only upon the assurance that here will be no such violation of any provision of this Declaration following completion of construction.

ARTICLE X - ENFORCEMENT

10.1 By Whom. The provisions of this Declaration may be enforced by the Declarant, by the Club, or by any Owner. An Owner shall have the right to enforce the provisions of this Declaration only after giving the Declarant notice of an alleged violation of the provisions hereof and upon failure of the Declarant to initiate remedial action as hereinafter provided within thirty days after receipt of such notice. The right of enforcement conferred upon the Owner shall not be effective as to any waiver granted by the Declarant, the Club, or the Committee under the provisions of this Declaration.

10.2 Enforcement by Correction. The Declarant or Club shall have the right to enforce all of the conditions of this Declaration relating to appearance and maintenance of any Lot or of the improvements thereon by going upon the Lot and correcting any violation. Any such action shall be taken in the following manner:

(a) Upon receiving notice of any violation, the Declarant or Club shall verify the fact by an inspection of the Lot.

(b) Upon verification of a violation, notice in writing shall be given to the Owner(s) of such Lot, which notice shall identify the Lot and the Owner(s) thereof and shall describe the violation and shall require the Owner to correct such violation within thirty days following such notice, or such shorter period as the notice shall specify, but not less than seven days.

(c) Upon failure to correct any violation or to assure the Declarant or Club that such violation will be corrected within the thirty day period or period given in the notice, the Declarant or Club may cause the violation to be corrected. Such correction may include, but shall not be limited to, decorating or repairing improvements, removal of unsightly objects, landscaping, and removal of any vehicle or object violating the parking or storage restrictions under paragraph 7.2 hereof.

(d) The correction of any violation made by the Declarant or Club in accordance with these provisions shall be at the expense of the Owner. The expense shall be deemed to include not only costs actually expended, but also a normal percentage for overhead and any and all other costs of management, including reasonable attorneys' fees.

(e) The Declarant or Club shall have a lien for any amounts expended hereunder, which lien may be filed and enforced in a manner similar to procedure for enforcing the

lien of the Club for unpaid assessments, as provided in paragraph 6.10 hereof.

10.3 Enforcement by Law. The enforcement of the provisions of this Declaration may also be by a proceeding in law for a prohibitive or mandatory injunction or by a suit or action to recover damages. A judgment in any action at law or in equity shall include reasonable attorneys' fees. In addition thereto, the Declarant may exclude any Owner or the guests of any Owner from the use and enjoyment of the Common Areas and any facilities thereon.

10.4 Effect of Violation. No violation of or failure to comply with any provision of this Declaration nor any action to enforce such provision shall affect, defeat, render invalid, or impair any mortgage, deed of trust, or other lien on any portion of the Land which was taken in good faith and for value and perfected by recording with the County Clerk of Wakulla County, Florida, prior to the time of recording of a notice of violation which shall identify such portion of the Land and the Owner(s) thereof and shall describe the nature of such violation or failure to comply. No such violation, failure to comply, nor action to enforce shall affect, defeat, render invalid, or impair the title or interest of the holder of, or the purchaser upon foreclosure under, any such mortgage, deed of trust, or other lien or result in any liability, personal or otherwise, to any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Declaration except that any violation of, or failure to comply with, any provision of this Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed a violation hereof or a failure to comply herewith with respect to such purchaser, his heirs, representatives, successors, and assigns. Nothing contained in this paragraph 10.4 shall be deemed to relieve any Owner of personal liability for assessments, costs, expenses, and fees accruing or owed under this Declaration and pertaining to his ownership of a portion of the Land. The Declarant shall have the right to obtain personal judgment against such Owner for such liability through any court of competent jurisdiction.

ARTICLE XI - MAINTENANCE AND REPAIR OF IMPROVEMENTS

11.1 By Owner. An Owner shall maintain and keep in good repair all that part of the Land and improvements thereon contained on such Owner's Lot not required to be maintained and kept in good repair by the Club. It is the responsibility of each Owner to keep adequate fire, casualty and public liability insurance coverage on his Lot.

ARTICLE XII - MISCELLANEOUS

12.1 Effect and Duration of Covenants. The provisions of this Declaration shall be for the benefit of and binding upon the Land, each Lot, each Owner, and his successors, heirs, representatives and assigns. Such provisions shall continue in full force and effect until January 1, 2000, at which time they shall be automatically extended for five successive terms of ten years each unless, at any time after January 1, 2000, the Owners of four-fifths of the Lots shall, at a meeting duly called for such purpose, vote for their termination of the provisions of this Declaration. At any such meeting, each Lot shall have one vote.

12.2 Estoppel Certificate. Upon payment of a reasonable fee not to exceed \$25.00, and upon written request of any Owner or any person with any right, title or interest in a Lot, or intending to acquire any right, title or interest in a Lot, the Club shall furnish a written statement setting forth the amount of any unpaid assessments, charges, fines or penalties, if any, due or accrued under this Declaration with respect to any Lot or portion thereof. Such statement shall, with respect to the party to whom it is issued be conclusive against the Club and all other parties that no greater or other unpaid amounts were then due or accrued.

12.3 Limited Liability. Neither the Declarant nor its assigns or any agent or employee thereof shall be liable to any party for any action or for any failure to act with respect to any matter under this Declaration if the action taken or failure to act was in good faith or was without malice.

12.4 Severability. The invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of any provision.

12.5 No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision nor of any other provision hereof.

12.6 No Partition. The Common Areas shall be owned by the Club for the common benefit of all of the Owners of the Lots and shall remain undivided and no Owner shall bring any action for partition or division of the Common Areas.

12.7 Mechanic's Lien Rights and Indemnification. No labor performed or materials furnished and incorporated on a Lot with the consent or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against any other Lot not expressly consenting to or requesting the same, or against the Common Areas. Each Owner

(indemnitor) shall indemnify and hold harmless each of the other Owners and the Club from and against all liability arising from the claim of any lien against the Lot of any other Owner or against the Common Areas for construction performed or for labor, materials, services or other products.

12.8 Right to Mortgage. Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage or encumbrance shall be one which has first and paramount priority under applicable law. The Owner of a Lot may create junior mortgages on the following conditions: (i) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration; (ii) that the mortgage under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon the said premises which insurance policies were effected and placed upon the mortgaged premises by the Club. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Club, and if such request is not granted, such release may be executed by the Club as attorney-in-fact for such junior mortgagee.

12.9 Assignment. The Declarant may from time to time transfer, assign, or delegate its powers, rights and obligations under this Declaration to the Club, except as otherwise specifically provided herein. The Declarant shall be deemed to have assigned such powers, rights, and obligations to the Club upon its bankruptcy, or dissolution. Such transfer, assignment, and/or delegation shall be effected by the recording with the County Clerk of Wakulla County a notice identifying this Declaration and specifically describing the provisions thereof affected by such transfer.

12.10 Amendment.

(a) The Declarant shall have the right to amend, delete, or supplement any provision of this Declaration at any time prior to the sale of any of the Lots contemplated to be included within the Land. Following the sale of one or more Lots, the Owners shall have the right to amend, delete, or supplement any provision of this Declaration by means of any affirmative vote given by the Owners of four-fifths of the Lots; provided that any such amendment, deletion, or supplement shall not have a materially adverse effect upon any vested right of an Owner under this Declaration. Such vote shall be taken at a meeting called for such purpose. At any such meeting, each Lot shall have one vote.

(b) No amendment shall be effective until an appropriate Certificate of Amendment, setting forth the terms of amendment and results of the vote, if any, shall be certified by the Declarant, or the Board of Directors of the Club, as the case may be, and recorded by the Wakulla County Clerk.

Signed and dated at Crawfordville, Wakulla County, Florida as of the date first above written.

WEE COUNTRY CORPORATION
OF FLORIDA

By William R. Goddard, Jr.

(AFFIX CORPORATE SEAL)



STATE OF FLORIDA)
) ss.
COUNTY OF WAKULLA)

The foregoing Declaration of Restrictions, Covenants, Easements and Reservations was acknowledged before me this 7th day of February, 1983, by WILLIAM R. GODDARD, JR. as President of Wee Country Corporation of Florida.

Witness my hand and official seal.

Shirley Brown
Notary Public

My commission expires:
Notary Public, State of Florida
My Commission Expires April 26, 1985
Bonded Thru Troy Fair - Insurance, Inc.

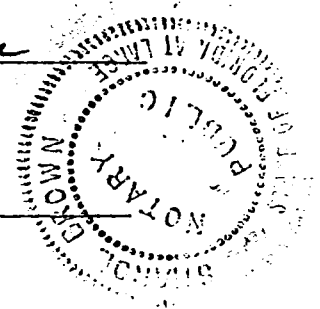


EXHIBIT A

Commence at an old concrete monument marking the northeast corner of Section 21, Township 3 South, Range 1 East, Wakulla County, Florida and thence run South 89 degrees 42 minutes 57 seconds West 5263.31 feet to an old iron rod marking the Northwest corner of said Section 21, thence run North 89 degrees 29 minutes 07 seconds West 2681.33 feet to an old iron pipe marking the Southeast corner of the Southwest quarter of Section 17, Township 3 South, Range 1 East, thence run North 01 degrees 07 minutes 02 seconds West along the quarter Section line 1486.14 feet to the Southerly right-of-way boundary of State Road No. 365, thence run South 54 degrees 05 minutes 32 seconds West along said Southerly right-of-way boundary 1289.23 feet, thence leaving said southerly right-of-way boundary run South 590.01 feet, thence run South 21 degrees 09 minutes 17 seconds West 641.00 feet, thence run South 63 degrees 45 minutes 32 seconds East 660.00 feet, thence run South 445.00 feet, thence run South 23 degrees 19 minutes 40 seconds West 205.00 feet, thence run North 88 degrees 45 minutes 18 seconds West 287.44 feet to a point on the Easterly boundary of a 60.00 foot roadway, thence run North 39 degrees 43 minutes 58 seconds East along said Easterly roadway boundary 94.55 feet, thence leaving said Easterly roadway boundary run North 89 degrees 49 minutes 08 seconds West 884.02 feet to the Easterly bank of the Wakulla River for the POINT OF BEGINNING. From said POINT OF BEGINNING thence run south 89 degrees 49 minutes 08 seconds East 884.02 feet to the Easterly boundary of said 60.00 foot roadway, thence run South 39 degrees 43 minutes 58 seconds West along said Easterly roadway boundary 94.55 feet, thence leaving said Easterly roadway boundary run South 88 degrees 45 minutes 18 seconds East 287.44 feet, thence run South 23 degrees 19 minutes 40 seconds West 205.48 feet, thence run North 87 degrees 43 minutes 53 seconds West 299.60 feet to the Easterly boundary of said 60.00 foot roadway, thence run South 14 degrees 11 minutes 40 seconds West along said Easterly roadway boundary 61.86 feet, thence leaving said Easterly roadway boundary run South 87 degrees 43 minutes 53 seconds East 289.08 feet, thence run South 23 Degrees 19 minutes 40 seconds West 1706.47 feet, thence run South 52 degrees 49 minutes 15 seconds West 760.00 feet, thence run South 350.00 feet, thence run South 41 degrees 05 minutes 42 seconds East 257.16 feet, thence run South 23 degrees 06 minutes 10 seconds East 219.71 feet, thence run South 07 degrees 59 minutes 25 seconds East 408.83 feet, thence run South 03 degrees 18 minutes 05 seconds West 402.70 feet, thence run South 15 degrees 04 minutes East 595.08 feet, thence run North 89 degrees 35 minutes 37 seconds West 239.69 feet to the Easterly boundary of said 60.00 foot roadway, thence run South 18 degrees 15 minutes 38 seconds East along said Easterly roadway boundary 63.36 feet, thence leaving said Easterly roadway boundary run South 89 degrees 35 minutes 37 seconds East 236.03 feet, thence run South 15 degrees 04 minutes East 170.85 feet, thence run South 06 degrees 52 minutes East 407.40 feet, thence run South 19 degrees 51 minutes 57 seconds East 423.24 feet, thence run South 01 degrees

12 minutes 38 seconds West 235.31 feet, thence run South 60 degrees 57 minutes 30 seconds West 690.00 feet, thence run North 30 degrees 37 minutes 01 seconds West 225.01 feet to the southerly boundary of said 60.00 foot roadway, thence run North 28 degrees 56 minutes 10 seconds West 60.13 feet to the Northerly boundary of said 60.00 foot roadway, thence run North 23 degrees 42 minutes 23 seconds West 246.68 feet, thence run North 88 degrees 44 minutes 22 seconds West 502.70 feet to the Easterly bank of said Wakulla River, thence run Northerly along said Easterly river bank 6460.89 feet, more or less to the POINT OF BEGINNING containing 136.50 acres, more or less.

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