

Instr: 0000193250 Date: 11/22/2002 Time: 14:12  
DC, Brent Thurmond, WAKULLA County B: 464 P: 690

**Tide Creek Landing  
Declaration of Covenants, Conditions  
and Restrictions**

This declaration is made and executed this 8<sup>th</sup> day of NOVEMBER, 2002 by PANFLA Development, L.P., whose address is 416 Jackson Blvd., Nashville, TN 37205; hereinafter referred to as "Declarant".

Witnesseth:

Whereas, Declarant is the owner of certain property in Wakulla County, Florida, and more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

Now Therefore, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Article I  
DEFINITIONS**

Section 1. "Architectural Committee" shall mean the Architectural Control Committee.

Section 2. "Association" shall mean and refer to Tide Creek Landing Homeowner's Association, Inc., and its successors and assigns.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real property and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area which will be owned by the Association consists of any common areas, easements, and conservation easements depicted on the Plat of Tide Creek Landing. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Declarant" shall mean and refer to PANFLA Development, L.P., and its successors and assigns if such successors or assigns should acquire and assume all rights and responsibilities of the Declarant under this Declaration by written agreement.

Section 6. "Improvement" shall mean all buildings, outbuildings, alterations, additions, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines, docks, piers and any other structure of any type or kind.

Section 7. "Living Area" shall mean those heated and air-conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios, or storage areas.

Section 8. "Lot" shall mean and refer to each lot and parcel designated on the Plat of Tide Creek Landing with the exception of any Common Area.

Section 9. "Maintenance" shall mean the exercise of reasonable care to keep the streets, common areas, easements, landscaping, drainage, recreational facilities, docks, and other amenities used in common by lot owners in aesthetically pleasing, good and functioning condition.

Section 10. "Member" shall mean every person or entity that holds membership in the association.

Section 11. "Notice" shall mean, unless otherwise specifically required in this Declaration, notice mailed, postage paid, to the last-known address of the person who appears as Member or owner on the records of the Association at the time of such mailing.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Plat of Tide Creek Landing" shall mean and refer to the plat of Tide Creek Landing to be recorded in the Public Records of Wakulla County, Florida. A copy of the preliminary plat is attached hereto as "Exhibit B." The preliminary plat is subject to change.

Section 14. "Properties" and "Subdivision" shall mean and refer to that certain real property described in "Exhibit A" attached here to, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Street" shall include any street, drive, boulevard, road, way, terrace or court as shown on the plat.

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**Article II  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the right to use of the Common Area and facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. the right of the Association to adopt rules and regulations not inconsistent with this declaration concerning the use and enjoyment of the Common Areas.

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

**Article III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

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

**Class A.** The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot: all such persons shall be members; the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot; and one person shall be designated to cast any vote.

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Class B. The Class B member(s) shall be the 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 on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. at such time as the Declarant elects to terminate the Class B membership.

#### **Article IV COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) fines, such assessments and fines to be established and collected as hereinafter provided. The annual and special assessments and fines, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or fine is made. Each such assessment and fine, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the right time when the assessment fell due or fine was imposed.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties. Said assessments shall also be used for monitoring and maintenance of the wetlands included within the common areas, as required by consent orders and permits entered into by the Declarant, with the Florida Department of Environmental Protection, U. S. Environmental Protection Agency, U. S. Army Corps of Engineers and Wakulla County. Said maintenance includes controlled burning of the forested wetlands, as required by the consent orders.

**Section 3. Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be Nine Hundred Sixty and No/100 Dollars (\$960.00) per Lot. From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased (20%) by a vote

of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

**Section 6. Uniform Rate of Assessment and Collection.** Both annual and special assessments, other than assessments under Article XVIII of this Declaration, shall be fixed at a uniform rate for all Lots, subject to the provisions of Section 7 below. Assessments may be collected on an installment basis or annual basis at the discretion of the Board of Directors of the Association.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot, except as hereinafter provided. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding anything to the contrary contained herein, as long as there is a Class B membership and the Declarant pays any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association, the Declarant may elect to be excused from payment of annual assessments related to Lots owned by the Declarant. In the even the Declarant elects to be excused from payment of annual assessments, the

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Declarant may at any time thereafter elect to have all lots owned by the Declarant subject to assessment. As each Lot becomes subject to assessment, the annual assessment shall be prorated according to the number of months remaining in the calendar year.

**Section 8. Effect Of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** All properties dedicated to, and accepted by, a local governmental or public authority for utility purposes shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## Article V EASEMENTS AND DEDICATION

**Section 1. Roadway, Utility and Drainage Easements.** The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under all areas depicted on the Plat of Tide Creek Landing as easements, streets, entrances, docks, storm water facilities and conservation areas.

**Section 2. Maintenance and Interference.** Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by the local governmental authority and the local governmental authority has assumed such maintenance of the streets and street related drainage facilities located on the Properties. Unless and until the local governmental authority accepts such maintenance responsibility, the local

governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

## Article VI ARCHITECTURAL CONTROL

**Section 1. Approval Required.** No building, fence, wall, outbuilding, landscaping or other structure or improvements shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonably detail of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed in accordance with this Article (the "Architectural Committee"). If the event any improvements is destroyed in whole or in part, the improvements shall be reconstructed in accordance with original plans and specifications approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed.

**Section 2. Membership.** The Declarant shall appoint the initial Architectural Committee. The Declarant will attempt to appoint an Architectural Committee from the following:

The Declarant or Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board of Directors shall have the authority to make the appointment in Declarant's place;

- An architect;
- A landscape architect;
- A builder;
- A real estate agent or broker; and
- A member or members of the Association owning a Lot within the Subdivision.

The members of the Architectural Committee shall serve at the pleasure of the Board of Directors. Subsequent members of the Architectural Committee shall be appointed by the Board of Directors and may include any Members of the Association and/or any Board of Directors member.

**Section 3. Application Procedures.** All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered

office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall include the following information:

- a. Building plans showing floor plans and front, side and rear elevations.
- b. Exterior finish schedule showing material, style, and color for all surfaces.
- c. Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- d. Landscape plan, to include all removal of trees, underbrush and vegetation.
- e. Detailed plan for controlling sedimentation.
- f. The name of the contractor who will perform and be responsible for all work and the contractor's state license number, mailing address, electronic mail address and telephone number.

**Section 4. Design Criteria.** The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be approved. The following are the initial design criteria, which are intended to establish minimum standards and guidelines:

- 1) Exterior siding material shall consist of a high grade of cedar, cypress or redwood siding, cementitious lap siding, stucco, synthetic stucco or a combination.
- 2) Roof materials shall consist of concrete or clay tiles, pressed metal shingles or metal roof.
- 3) The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby houses.
- 4) Highly reflective and bright colors are prohibited.
- 5) All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.
- 6) Storm doors shall not be allowed. Roll-up hurricane shutters shall be allowed.
- 7) Garage doors shall have a minimum of a ten(10) year warranty against rust and corrosion.
- 8) Driveways shall be constructed of concrete or asphalt or other material approved by the Architectural Committee.
- 9) Windows shall be of a quality that will withstand harsh weather conditions.

**Section 5. Purpose and Discretion.** The purpose of this article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the lots is to maintain the value of all properties, and protect against diminution resulting from the construction of a residence or other structure incompatible with the proper development of the properties. The disapproval

of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography.
- (5) Changes in topography
- (6) Aesthetic considerations

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, back-filling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

**Section 6. Approval Process.** A decision regarding approval of a construction plan for a particular Lot will be returned to the applicant in writing no later than thirty (30) day after receipt of complete plans by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans, in a form acceptable to the Architectural Committee, have been submitted to it, the applicant shall give by certified or registered mail written notice to the Architectural Committee stating that no action was taken such notice. The Architectural Committee shall have an additional ten (10) day period from receipt of such notice in which to approve or deny such plans. If the Architectural Committee fails to approve or disapprove the plans within said ten (10) day period, then approval of said plans shall be deemed to have been given.

The applicant shall agree in writing to all changes made to the plans as mutually agreed by the applicant and the Architectural Committee as set forth in this approval process.

Within (10) days after the construction of any improvements is complete and ready for inspections, notice will be given by the applicant to the Architectural Committee. Within twenty (20) days after receipt of such notice, the Architectural Committee shall provide notice to the Owner in writing as to any defects or deficiencies, which are found. This response from the Architectural Committee shall include a statement as to the corrections, which should be made to correct any such deficiencies so as to render the improvements in

compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies. After owner having been given a reasonable opportunity to correct the deficiencies and failing to bring the construction into compliance, the Architectural Committee shall make such recommendations to the Board of Directors, as it deems necessary for enforcing compliance with the approved plans and specifications.

In the event the Architectural Committee fails to inspect the improvement and notify the Owner in writing as to the defects within twenty (20) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

#### **ARTICLE VII LAND USE AND BUILDING TYPE**

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with customary outbuildings, swimming pool and related amenities as approved by the Architectural Committee. There shall be no prohibition against transient rentals or other leasing of an improved Lot.

#### **Article VIII SUBDIVISION OF LOT**

No lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing and the remaining portion of the Lot remains buildable. Such approval shall be in the sole discretion of the Declarant.

#### **Article IX DWELLING SIZE**

No dwelling shall be permitted on any lot unless the ground floor area of the main structure contains at least 1,400 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas, and garages, and for a dwelling of more than one story, provided that the floor area of the entire dwelling contains at least 1,000 square feet, exclusive of all open porches, patios, terraces, storage areas, and garages.

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**Article X  
BUILDING LOCATION AND SIGHT RESTRICTIONS**

Building locations shall be approved by the Architectural Committee, provided, however, no portion of any building shall be located on any lot in violation of applicable set-back restrictions under the Wakulla County Zoning Code; or in violation of the set-back restrictions established and depicted on the Plat of Tide Creek Landing. For the purposes of this Article X, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon another site. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

**Article XI  
GARAGES AND CARPORTS**

All carport and garages will be located under the homes.

**Article XII  
NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Article XIII  
TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

**Article XIV  
SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except security signs approved by the Architectural Committee and except signs used by Declarant and its agents to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots.

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**Article XV  
ANIMALS AND CROPS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No more than three (3) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further the Owner shall maintain all such pets, pens, and structures intended for their use, in a clean and sanitary manner. The owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. All pets shall at all times be: confined within the Owner's dwelling or within fenced areas approved by the Architectural Committee; securely on a leash; confined within the boundaries of a Lot by an invisible fence system; or under strict voice control. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

**Article XVI  
RADIO AND TELEVISION ANTENNA, HVAC EQUIPMENT,  
FENCING AND TANKS**

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties except a satellite-dish antenna of eighteen (18) inches or less in diameter may be installed if such installation and the location, color and design of the antenna have been approved by the Architectural Committee. No window heating and/or air conditioning units shall be allowed. No fencing shall be allowed. No tank for the storage of fuel, water, or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee.

**Article XVII  
MAIL BOXES**

All mailboxes shall be centrally located at the clubhouse property. No newspaper boxes are allowed in front of the homes.

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**Article XVIII**  
**EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building, including shutters, doors and windows, located on the Lot in a neat and attractive condition. Each Owner shall maintain all glass in doors, sidelights and windows and replace the glass as necessary when cracked, broken or fogged. All personal property kept on a Lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home, provided, however, this provision shall not be construed to permit junk cars, old appliances or the like being kept anywhere on the Lot, including the front, on the side or to the rear of the Lot. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Architectural Committee. If an Owner shall fail to comply with the requirements of this Declaration, then upon vote of a majority of the Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest at the maximum rate allowed by law, or eighteen percent (18%) per annum if no maximum limit is in effect, and attorneys' fees in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

**Article XIX**  
**BOATS, TRAILERS, RECREATIONAL VEHICLES AND ACTIVITIES**

No boat, trailer, motorcycle, motor home, camper, plane, commercial vehicle, or recreational vehicle may be parked or stored on any street or on any Lot except within a garage or carport. The pursuit of hobbies or other activities including, but not limited to, work in vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage.

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**Article XX**  
**ACCESS TO OTHER PROPERTY**

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any lot to be utilized as an easement, roadway, driveway, street, or other means or method of access, ingress or egress to areas or property not included within the Properties. The purposes of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by an easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable. However, the construction of docks as provided in Article XXVII is not prohibited.

**Article XXI**  
**VEHICLES PROHIBITED**

No two (2), three (3) or four (4) wheel motorized recreational vehicle, (e.g., go cart, all terrain vehicle, etc.), shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as golf carts, for transportation.

**Article XXII**  
**GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collections by the appropriate waste management and collection authority approved by the Board of Directors.

**ARTICLE XXIII**  
**RECREATIONAL AND PLAYGROUND EQUIPMENT**

Recreational and playground equipment shall be located in the rear yard only. All such equipment shall be placed close to the rear of the dwelling so as not to unduly impact on the view from a neighbor's dwelling. Such location and equipment shall be subject to approval by the Architectural Committee. The Architectural Committee may require heavy landscape

screen buffers. Basketball goals are acceptable upon prior written approval of size and location by the Architectural Committee.

**ARTICLE XXIV  
LANDSCAPING**

All landscaping shall be in compliance with Department of Environmental Protection regulations. No native vegetation shall be removed from the homesite except such removal as is reasonably necessary for the construction of improvements and landscaping as approved by the Architectural Committee. No significant vegetation shall be removed from any Lot without the approval of the Architectural Committee. Only pesticides, herbicides and fertilizers that are consistent with the USDA-SCS Soil Pesticide Interaction Rating Guide will be used. Only pesticides that have a minimum potential for leaching or loss from runoff, and only chemicals with a half-life of seventy (70) days or less will be used. Fertilizers, pesticides, and herbicides, which cannot be analyzed in a laboratory, will not be applied on site. Spraying unauthorized chemicals shall render the Owner personally liable for any pollution created by said chemicals.

**ARTICLE XXV  
MAINTENANCE OF STREETS AND ROADWAYS**

The Association shall be solely responsible for the maintenance of the streets within the Subdivision commencing at the Department of Transportation's right of way.

**ARTICLE XXVI  
WATER AND SEWER SERVICE**

Each Owner will be responsible for any connection fees payable to Panacea Area Water System and Wakulla County, its successors and assigns, for water and sewer service. Each Owner will be further responsible for all other water usage and service fees and charges.

**ARTICLE XXVII  
Docks**

Docks are prohibited, except as may be constructed on the common areas by Declarant or the Association, upon receipt of all necessary governmental permits and authorizations. No seawalls or revetments are allowed, except as may be necessary for the common areas, upon receipt of all necessary governmental authorizations.

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**ARTICLE XXVIII  
DECLARANT'S DEVELOPMENT RIGHTS**

Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, or contractors or subcontractors of the Declarant from doing or performing on all or any part of the Subdivision actually owned or controlled by the Declarant or upon the Common Areas, whatever the Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including, without limitation:

- A. Erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of the Declarant's business of completing and establishing the Properties as a residential community and disposing of the Lots by sale, lease or otherwise;
- B. Conducting the Declarant's business of completing and establishing the Properties as a residential community and marketing of the Properties and Lots;
- C. Maintaining such sign or signs as may be reasonably necessary in connections with the sales and marketing of the Lots;
- D. Provided, however, that operations being conducted under subparagraphs A., B., and C. immediately above shall be permitted upon only those parts of the Properties owned or controlled by the Declarant and the Common Areas.

**ARTICLE XXIX  
VEGETATIVE BUFFERS**

There is established a vegetative buffer of 35 feet in width, on the landward side of all wetlands and waters, as described in Exhibit C attached hereto. This buffer is to be maintained in a natural vegetated state, in accordance with the provisions of the Wakulla County Comprehensive Plan. Docks, ramps and other improvements are allowed at the common areas, upon receipt of all necessary governmental authorizations.

**ARTICLE XXX  
SEVERABILITY, DURATION AND AMENDMENT**

**Section 1: Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 2: Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

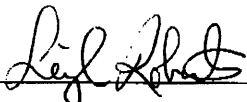
Inst:0000153250 Date:11/22/2002 Time:14:12  
DC, Brent Thurwood, WAKULLA County B:464 P:705

**Section 3: Amendment.** The Declarant reserves and shall have the right to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

Otherwise, this Declaration may be amended (i) with the consent of seventy-five percent (75%) of all Lot Owners, together with (ii) the approval of the Board of Directors. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the secretary or an assistant secretary of the corporation. No Amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded in the public records of Wakulla County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed the day and year first above written.

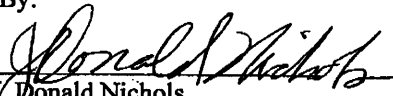
WITNESSES:

  
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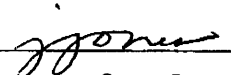
Leigh Roberts  
Print or type name

PANFLA Development, L. P.  
By: PANFLA GP, LLC,  
General Partner

By:

  
\_\_\_\_\_

Donald Nichols  
Manager

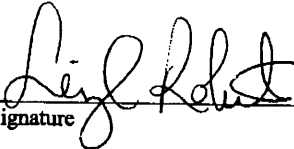
  
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Jennifer Jones  
Print or type name

Inst:0000193250 Date:11/22/2002 Time:14:12  
DC, Brent Thurmond, WAKULLA County B:464 P:706

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

On this 8<sup>th</sup> day of November, 2002, personally appeared before me, a Notary Public, in and for said county and state, J. Donald Nichols, who is personally known to me, and who, upon oath, acknowledged himself to be Manager of PANFLA GP, LLC, the sole general partner of PANFLA Development, L. P.

  
\_\_\_\_\_  
Signature

Leigh Roberts  
\_\_\_\_\_  
Print or type name.

NOTARY PUBLIC  
My Commission Expires: March 26, 2005

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11/7/02

Inst:0000193250 Date:11/22/2002 Time:14:12  
DC, Brent Thurwood, WAKULLA County B:464 P:707

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

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

SURVEYORS • MAPPERS • ENGINEERS

Inst:0000193250 Date:11/22/2002 Time:14:12

DC, Brent Thurmond, WAKULLA County B:464 P:700

September 27, 2002

DONNIE NICHOLS

58.84 ACRES

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

Begin at an iron pipe marking the Southeast corner of Section 1, Township 6 South, Range 2 West, Wakulla County, Florida, and thence run South 89 degrees 06 minutes 42 seconds West 727.53 feet, thence run North 17 degrees 45 minutes 26 seconds West 350.00 feet, thence run North 24 degrees 24 minutes 13 seconds West 537.93 feet to a point on a curve concave to the Northwesterly, thence run Southwesterly along said curve with a radius of 4486.25 feet thru a central angle of 01 degrees 15 minutes 50 seconds for an arc distance of 98.96 feet, the chord of said arc being South 65 degrees 06 minutes 46 seconds West 98.96 feet, thence run South 65 degrees 43 minutes 30 seconds West 129.19 feet to a point on the Easterly right-of-way boundary of U.S. Highway No. 98, said point lying on a curve concave to the Southwesterly, thence run Northwesterly along said right-of-way boundary and along said curve with a radius of 3537.06 feet thru a central angle of 00 degrees 58 minutes 27 seconds for an arc distance of 60.14 feet, the chord of said arc being North 28 degrees 12 minutes 15 seconds West 60.14 feet, thence run North 65 degrees 43 minutes 30 seconds East 133.31 feet to a point of curve to the left, thence run Northeasterly along said curve with a radius of 4426.25 feet thru a central angle of 01 degrees 04 minutes 21 seconds for an arc distance of 82.86 feet, the chord of said arc being North 65 degrees 12 minutes 30 seconds East 82.86 feet, thence run North 26 degrees 40 minutes 53 seconds West 206.60 feet, thence run North 63 degrees 55 minutes 51 seconds East 850.52 feet, thence run North 71 degrees 13 minutes 55 seconds East 364.82 feet, thence run North 17 degrees 44 minutes 34 seconds East 490.04 feet, thence run South 26 degrees 20 minutes 15 seconds East 67.90 feet, thence run South 74 degrees 37 minutes 02 seconds East 172.48 feet, thence run North 46 degrees 36 minutes 56 seconds East 120.45 feet, thence run South 68 degrees 59 minutes 13 seconds East 100.42 feet, thence run North 83 degrees 03 minutes 55 seconds East 101.28 feet, thence run North 77 degrees 03 minutes 06 seconds East 163.31 feet, thence run North 71 degrees 45 minutes 59 seconds East 133.37 feet, thence run North 75 degrees 58 minutes 35 seconds East 148.72 feet, thence run South 16 degrees 39 minutes 51 seconds East 50.22 feet, thence run South 86 degrees 56 minutes 53 seconds East 92.60 feet to the mean highwater line of Tide Creek, thence run along said mean highwater line as follows:

Page 1 of 3

2813 Crawfordville Hwy • P.O. Box 625 • Crawfordville, Florida 32326  
(850) 926-3016 • FAX (850) 926-8180

Exhibit A

September 27, 2002  
DONNIE NICHOLS  
58.84 ACRES  
Page 2 of 3

Inst:0000193250 Date:11/22/2002 Time:14:12  
DC, Brent Thurmond, WAKULLA County B:464 P:709

thence South 36 degrees 17 minutes 11 seconds West 2.55 feet, thence South 65 degrees 36 minutes 59 seconds West 44.64 feet, thence South 51 degrees 43 minutes 59 seconds West 61.81 feet, thence South 33 degrees 10 minutes 21 seconds West 55.55 feet, thence South 30 degrees 55 minutes 46 seconds West 44.64 feet, thence South 02 degrees 01 minutes 45 seconds East 59.61 feet, thence South 07 degrees 38 minutes 07 seconds West 54.56 feet, thence South 25 degrees 45 minutes 43 seconds East 36.62 feet, thence South 80 degrees 42 minutes 55 seconds East 68.93 feet, thence South 76 degrees 31 minutes 53 seconds East 42.64 feet, thence South 83 degrees 06 minutes 20 seconds East 60.58 feet, thence South 77 degrees 44 minutes 49 seconds East 53.34 feet, thence South 48 degrees 11 minutes 10 seconds East 20.92 feet, thence South 73 degrees 41 minutes 46 seconds West 19.16 feet, thence North 80 degrees 00 minutes 26 seconds West 67.82 feet, thence South 89 degrees 56 minutes 34 seconds West 41.22 feet, thence North 83 degrees 26 minutes 11 seconds West 47.39 feet, thence South 81 degrees 03 minutes 21 seconds West 40.33 feet, thence South 44 degrees 22 minutes 14 seconds West 56.85 feet, thence South 06 degrees 09 minutes 59 seconds West 37.57 feet, thence South 15 degrees 53 minutes 56 seconds West 71.60 feet, thence South 31 degrees 28 minutes 43 seconds West 34.52 feet, thence South 10 degrees 35 minutes 59 seconds East 55.50 feet, thence South 00 degrees 42 minutes 57 seconds East 89.02 feet, thence South 27 degrees 30 minutes 18 seconds West 51.51 feet, thence South 26 degrees 23 minutes 05 seconds West 88.50 feet, thence South 21 degrees 17 minutes 15 seconds West 73.04 feet, thence South 24 degrees 08 minutes 02 seconds West 80.63 feet, thence South 19 degrees 01 minutes 10 seconds West 65.80 feet, thence South 32 degrees 00 minutes 04 seconds West 61.63 feet, thence South 56 degrees 22 minutes 25 seconds West 41.27 feet, thence South 62 degrees 18 minutes 32 seconds West 97.43 feet, thence South 68 degrees 12 minutes 57 seconds West 65.07 feet, thence South 73 degrees 46 minutes 55 seconds West 44.22 feet, thence South 06 degrees 57 minutes 35 seconds West 76.98 feet, thence South 13 degrees 58 minutes 45 seconds West 46.26 feet, thence South 24 degrees 21 minutes 07 seconds West 21.76 feet, thence South 23 degrees 38 minutes 52 seconds West 89.68 feet, thence South 48 degrees 09 minutes 03 seconds West 55.94 feet, thence South 27 degrees 41 minutes 06 seconds West 54.89 feet, thence South 13 degrees 55 minutes 57 seconds West 64.92 feet, thence South 20 degrees 21 minutes 18 seconds West 62.00 feet, thence South 27 degrees 59 minutes 28 seconds West 46.33 feet, thence South 21 degrees 04 minutes 38 seconds West 73.17 feet, thence South 50 degrees 32 minutes 13 seconds West 65.90 feet, thence South 55 degrees 28 minutes 22 seconds West 55.69 feet, thence South 28 degrees 08 minutes 31 seconds West 46.76 feet, thence South 39 degrees 07 minutes 31 seconds West 31.86 feet, thence South 11 degrees 50 minutes 53 seconds West 23.18 feet, thence South 29 degrees 46 minutes 25 seconds West 21.09 feet, thence South 33 degrees 15 minutes 33 seconds West 39.33 feet, thence South 11 degrees 20 minutes 01 seconds West 26.17 feet, thence South 11 degrees 59 minutes 06 seconds East 34.89 feet, thence South 03 degrees 27 minutes 45