

RESIDENTIAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODLAND HERITAGE SUBDIVISION

64260

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Covenants and Restrictions, made and entered into on this 24th day of April, 1986, by HERBERT COONS, JR., as Trustee under a Land Trust Agreement dated the 6th day of December, 1983, as provided in that certain Warranty Deed recorded in Official Records Book 99, page 834, of the public records of Wakulla County, Florida, hereinafter referred to as Developer,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property in the County of Wakulla and State of Florida, commonly known as WOODLAND HERITAGE SUBDIVISION and desires to create therein a residential subdivision with roads, streets, drainage and utility easements, and/or other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said roads, streets, drainage and utility easements, and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A", Less and Except Exhibit "B", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, WOODLAND HERITAGE HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", Less and Except Exhibit "B", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wakulla County, Florida, and is more particularly described in Exhibit "A", Less and Except Exhibit "B", attached hereto.

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ARTICLE II

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WOODLAND HERITAGE HOMEOWNERS ASSOCIATION, INC.

(b) "Board" shall mean and refer to the Board of Directors of the WOODLAND HERITAGE HOMEOWNERS ASSOCIATION, INC.

(c) "Common Properties" shall mean and refer to those areas of land and easements described in Exhibit "C" and intended to be devoted to the common use and enjoyment of the owners of The Properties, as well as any property donated to the Association by the Developer.

(d) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IX, Section 1, hereof.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. Prior to improvement to the site, "site" shall mean sites (lots) 1 through 26, on attached Exhibit "D". After improvements to the site providing for residential use, "site" shall mean each residential building unit and its adjoining property. No site (lot) shall be resubdivided into a site (lot) having less than five (5) acres in area.

(g) "The Properties" shall mean and refer to all such existing properties described in Exhibit "A", Less and Except Exhibit "A".

(h) "Committee" shall mean and refer to the Architectural Control Committee.

(i) "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, streets, drainage, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically

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extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the sites has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, 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 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE IV

AMENDMENT OF DECLARATION OF COVENANTS
AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in his sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of the Owners of seventy-five (75%) percent of the property described in Exhibit "A", Less and Except Exhibit "B", the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V

ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

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ARTICLE IV

LAND USE, BUILDING TYPE AND LOCATION

Section 1. No site (lot) within WOODLAND HERITAGE SUBDIVISION shall be used except for residential purposes. No building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling not to exceed two stories in height, providing further, that no more than one such residence shall be located on any one lot portion of said land. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. In no event shall construction of a dwelling require more than 6 months to complete. Residential buildings should be properly maintained.

Section 2. No mobile home shall be placed on any site (lot) unless such mobile home is a minimum width of 12' and length of 40'. No bowed roof or metal roofs will be permitted. Single wide mobile homes will be permitted on sites. Provided, however, all used mobile homes must be in good repair and no older than three years. Used mobile homes will be permitted subject to "Committee's" inspection and approval.

No mobile home shall be placed on any site (lot) unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any of aforesaid lots. It is required, and shall be the responsibility of the owner, to provide a foundation and complete ground to floor skirting for the mobile or modular home. This skirting is to be installed within four weeks from the date of moving the mobile or modular home on to the tract. Skirting material should be of the same or compatible material as the exterior of the mobile home. Any mobile home that is not a new mobile home, must be inspected and approved in writing by the "Committee" or its duly authorized representative.

All sites (lots) are restricted to occupancy by a single-family, living in a single mobile home. Leasing or sub-leasing of a mobile home or a site (lot) to a party other than the buyer or purchaser of a site (lot) shall be permitted, provided that all leasing or sub-leasing, in all respects, conform with these restrictive covenants.

Section 3. No travel trailer may be used as a permanent residence. Travel trailers may be used as a temporary residence by owners of a site (lot) or sites (lots) for a period not to exceed 15 consecutive days nor more than 30 days annually. Storage of recreational vehicles is permitted on sites (lots) with a permanent dwelling and shall be stored behind said dwelling, so as not to be visible from the road.

Section 4. Accessory buildings are permitted as long as the construction of said accessory buildings are of a permanent character and compatible with the construction and appearance of the main residence, and shall be approved by the "Committee".

Section 5. No building shall be located on any site (lot) nearer than 60 feet to the road property line, or nearer than 20 feet to any side or rear property line.

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Section 6. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

Section 7. No temporary structure such as a garage, tent, shack, barn, or other outbuilding shall be used on the property at any time as a residence.

Section 8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected or maintained for any commercial purposes.

Section 9. No animals, livestock, or poultry of any kind, shall be raised, bred or kept on the property except dogs, cats or other household pets, and not more than four horses for the personal use of the persons occupying the site.

Section 10. No parcel shall be used or maintained as a dumping ground for rubbish and trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in clean and sanitary condition. Lots should be maintained in their natural or landscaped conditions and kept free of debris. No inoperative motor vehicle may remain on the property for longer than two weeks.

Section 11. No sewage disposal system shall be permitted on the property unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the State of Florida and Wakulla County Health Departments. Approval of such systems as installed shall be obtained from such department or departments.

Section 12. All boats and travel or utility trailers shall be stored and placed neatly in a garage, carport or in a driveway on the rear of the subject sites (lots).

Section 13. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

Section 14. There shall be no television or radio antennas or aerials erected on the street side of the dwelling and all television and radio antennas or aerials that service each home shall be located within building restriction lines.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Membership. The Architectural Control Committee is composed of three members to be appointed by the Developer. A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications or type and size of mobile home have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof or within 90 days from the placement of a mobile home on a site (lot), approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for roads for ingress and egress are reserved as shown on description in Exhibit "C". Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each site and all improvements in it shall be maintained continuously by the owner thereof, except for those improvements for which the Association, a public authority or utility company is responsible.

ARTICLE IX

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee, or undivided fee, interest in any site which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person. The record owner may, at his option, designate that the occupany of a residential living unit be the member in his stead.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each single-family site. When more than one person holds such interest or interests in any site, all such persons shall be members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each site in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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ARTICLE X

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every site.

Section 2. Title to Common Properties. Title to the Common Properties shall be vested in the Association by virtue of a conveyance from the Developer prior to the conveyance of any site by the Developer.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable admission and other fees for the use of Common Properties; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE XI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time

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as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, operation and maintenance of streets, roads, easements and roadways, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1988, the annual assessment shall be Fifty (\$50.00) Dollars per site. From and after January 1, 1988, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three (3) years, and at the end of such period of three (3) years for each succeeding period of three (3) years. Any member, paying the annual dues on or prior to June 1 of the year in which the same becomes due, shall be entitled to pay only the sum of Forty (\$40.00) Dollars. From and after June 1 of each year, the annual dues shall be Fifty (\$50.00) Dollars.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

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At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds or Contract for Deed issued.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of Board of Directors. The Board shall fix the date of the commencement, and the amount of the assessment against each site for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article II hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE XII

MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties; in the event an Owner of any site in the Properties shall fail to maintain the premises in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to provide maintenance upon vacant sites which are subject to assessment. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the site upon which such maintenance is done and shall be added to and become part of the annual maintenance assessments or charge to which such site is subject under Article XI hereof and, as part of such annual assessment or charge, it shall be a lien against said property as heretofore defined and limited, and a personal obligation to the Owner, as heretofore limited, and shall become due and payable in all respects as provided in Article XI hereof.

REF: 120 PWT 341

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IN WITNESS WHEREOF, said Developer has caused this instrument to be signed in his name this 24th day of April, 1986.

Signed, sealed and delivered in the presence of:

George H. Surynn
John S. Surynn

Herbert Coons, Jr. (SEAL)
HERBERT COONS, JR., a Trustee under a Land Trust Agreement dated the 6th day of December, 1983, as provided in that certain Warranty Deed recorded in Official Records Book 99, page 834, public records of Wakulla County, Florida.

STATE OF FLORIDA
COUNTY OF LEON:

Sworn to and subscribed before me by HERBERT COONS, JR., this 24th day of April, 1986.



John S. Surynn
Notary Public, State of Florida
at-Large.

My Commission Expires: 12/27/87

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 625

April 17, 1986

PHONE (904) 928-3016
CRAWFORDVILLE, FLORIDA 32327

EXHIBIT "A"

WOODLAND HERITAGE

OVERALL (158.69 ACRES)

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-MH-6, Florida Administrative Code).

Begin at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run North 00 degrees 00 minutes 05 seconds West along the West boundary of said Section 4, a distance of 2456.14 feet to a concrete monument, thence run North 00 degrees 09 minutes 37 seconds East along said West boundary 134.55 feet to a concrete monument, thence run South 89 degrees 34 minutes 39 seconds East 1342.49 feet to a concrete monument, thence run South 89 degrees 35 minutes 48 seconds East 1244.74 feet to a concrete monument, thence run North 00 degrees 09 minutes 02 seconds West 757.20 feet to a concrete monument on the Southerly right-of-way boundary of State Road No. 267, thence run South 78 degrees 02 minutes 13 seconds East along said Southerly right-of-way boundary 61.37 feet to a concrete monument on the East boundary of the West Half of said Section 4, thence run South 00 degrees 09 minutes 02 seconds East along said East boundary 867.38 feet to a concrete monument, thence run South 00 degrees 11 minutes 19 seconds East along said East boundary 2466.89 feet to a concrete monument on the South boundary of said Section 4, thence run North 89 degrees 37 minutes 02 seconds West along said South boundary 2655.99 feet to the POINT OF BEGINNING containing 158.69 acres, more or less.

Subject to a roadway easement over and across the Easterly 60.00 feet thereof.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

LESS AND EXCEPT THE FOLLOWING
2.85 Acres described in Exhibit "B"

86-077
PSC:2299

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EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 626

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

April 17, 1986

EXHIBIT "B"

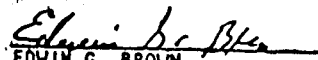
WOODLAND HERITAGE

2.85 ACRE TRACT

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run North 00 degrees 00 minutes 05 seconds West along the West boundary of said Section 4, a distance of 2456.14 feet to a concrete monument, thence run North 00 degrees 09 minutes 37 seconds East along said West boundary 134.55 feet to a concrete monument, thence run South 89 degrees 34 minutes 39 seconds East 1342.49 feet to a concrete monument, thence run South 89 degrees 35 minutes 48 seconds East 622.49 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 35 minutes 48 seconds East 622.25 feet to a concrete monument, thence run South 00 degrees 09 minutes 02 seconds East 121.69 feet to a concrete monument, thence run South 00 degrees 11 minutes 19 seconds East 78.05 feet, thence run North 89 degrees 36 minutes 41 seconds West 622.04 feet, thence run North 00 degrees 13 minutes 29 seconds West 199.90 feet to the POINT OF BEGINNING containing 2.85 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-077
PSC:2299

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EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 625

April 17, 1986
(Revised: April 24, 1986)

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

WOODLAND HERITAGE

60.00 FOOT ROADWAY EASEMENT

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 60.00 foot roadway easement lying 30.00 feet on each side of the following described centerline:

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run South 89 degrees 37 minutes 02 seconds East along the South boundary of said Section 4, a distance of 475.62 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING thence run North 00 degrees 23 minutes 19 seconds East 2069.74 feet to the termination point of said centerline.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-077
PSC:2299

EXHIBIT "C"

Page 1 of 5

OFF: 120 PAGE 345
REC:

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 626

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

April 17, 1986

WOODLAND HERITAGE

60.00 FOOT ROADWAY EASEMENT

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 60.00 foot roadway easement lying 30.00 feet on each side of the following described centerline:

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run South 89 degrees 37 minutes 02 seconds East along the South boundary of said Section 4, a distance of 1275.62 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING thence run North 00 degrees 23 minutes 19 seconds East 2039.66 feet to the termination point of said centerline.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-077
PSC:2299

EXHIBIT "C"
Page 2 of 5

DEF. REC. 120 PAGE 346

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 625

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

April 17, 1986
(Revised: April 24, 1986)

WOODLAND HERITAGE

60.00 FOOT ROADWAY EASEMENT

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 60.00 foot roadway easement lying 30.00 feet on each side of the following described centerline:

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run South 89 degrees 37 minutes 02 seconds East along the South boundary of said Section 4, a distance of 2074.85 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING thence run North 00 degrees 23 minutes 46 seconds East 2039.58 feet to the termination point of said centerline.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-077
PSC:2299

EXHIBIT "C"

Page 3 of 5

OFF. REC. 120 PAGE 347

EDWIN G. BROWN
REGISTERED LAND SURVEYOR

COURT HOUSE SQUARE
POST OFFICE BOX 626

April 17, 1986
(Revised: April 24, 1986)

PHONE (904) 926-3016
CRAWFORDVILLE, FLORIDA 32327

WOODLAND HERITAGE

60.00 FOOT ROADWAY EASEMENT

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

A 60.00 foot roadway easement lying 30.00 feet on each side of the following described centerline:

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run South 89 degrees 37 minutes 02 seconds East along the South boundary of said Section 4, a distance of 475.62 feet, thence run North 00 degrees 23 minutes 19 seconds East 2039.74 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING thence run South 89 degrees 36 minutes 41 seconds East 2159.83 feet to the termination point of said centerline.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-077
PSC:2299

EXHIBIT "C"
Page 4 of 5

OFF. REC. 120 PAGE 348

Commence at a concrete monument marking the Southwest corner of Section 4, Township 3 South, Range 1 West, Wakulla County, Florida, and thence run North 00 degrees 00 minutes 05 seconds West along the West boundary of said Section 4, a distance of 2456.14 feet to a concrete monument, thence run North 00 degrees 09 minutes 37 seconds East along said West boundary 134.55 feet to a concrete monument, thence run South 89 degrees 34 minutes 39 seconds East 1342.49 feet to a concrete monument, thence run South 89 degrees 35 minutes 48 seconds East 1244.74 feet to a concrete monument for the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 09 minutes 02 seconds West 757.20 feet to a concrete monument on the southerly right-of-way boundary of State Road No. 267, thence run South 78 degrees 02 minutes 13 seconds East along said right-of-way boundary 61.37 feet to a concrete monument, thence run South 00 degrees 09 minutes 02 seconds East 867.38 feet to a concrete monument, thence run South 00 degrees 11 minutes 19 seconds East 397.27 feet, thence run North 89 degrees 36 minutes 41 seconds West 60.01 feet, thence run North 00 degrees 11 minutes 19 seconds West 398.06 feet, thence run North 00 degrees 09 minutes 02 seconds West 121.69 feet to the POINT OF BEGINNING.

EXHIBIT "C"

Page 5 of 5

OFF. REC. 120 PAGE 349

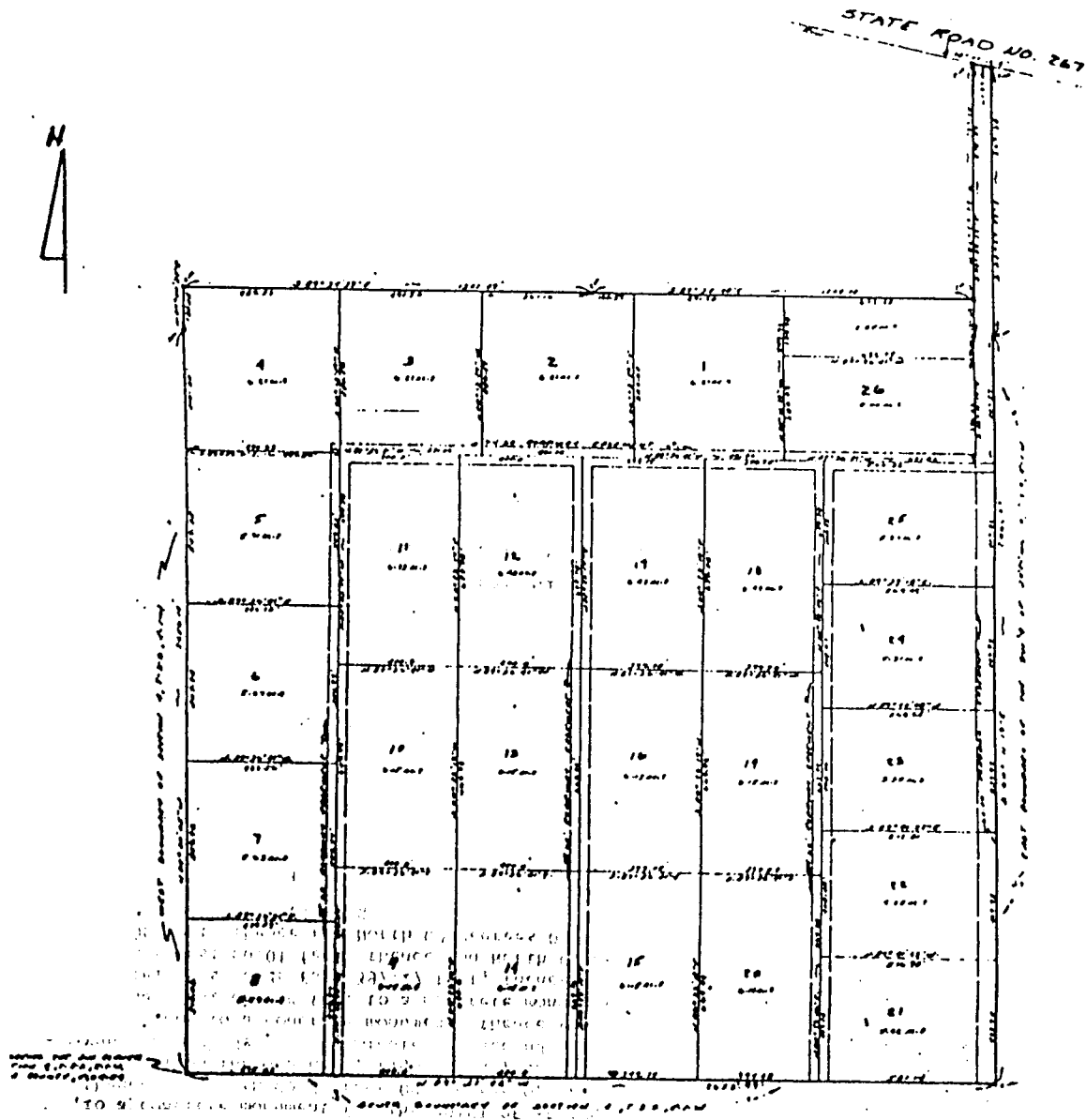


EXHIBIT "D"

SEC. 120 PAGE 350

Amendments to the
Declaration of Covenants and Restrictions
of Woodland Heritage Homeowner's Association, Inc.
Rt. 6 Box 8300
Crawfordville, FL 32327

March 22, 1994

1. Article XI, Section 03. Amendment to discontinue the discounted Annual Assessment of \$40.00. (Exhibit "A")
2. Article XI, Section 01, 09. Liens must be filed each year, by the President or members of the Board of the Association for non-payment of Assessment(s). (Exhibit "A")
3. Article XI, Section 02. There will no longer be any Annual Assessment Fee waivers or payment made for roadside mowing. (Exhibit "A")
4. Article XI, Section 02. Any road grading or repair work shall be by written contract and/or approval of the Board of Directors or the Appointed Road Committee. (Exhibit "A")
5. Article XI, Section 09. The interest rate on liens will be increased from 10% to 12% per year. (Exhibit "A")

Charles Allgood 4/3/94
 Charles Allgood
 President, 1994
 DR LICENSE #
 A423-141-50-089-0

Cindy Williams 4/3/94
 Cindy Williams
 Secretary, 1994
 FL. DR. License #
 W452-117-60-527

County of Wakulla
 April 3 1994
Kathy Ann Humphrey
 KATHY ANN HUMPHREY
 MY COMMISSION # CC01901 EXPIRES
 March 17, 1998

114215

REC. 230 PAGE 224

RECORDED
 AT TIME & DATE NOTED
 94 APR -5 AM 9:31
 J. HAROLD THURMOND
 CLERK CIRCUIT COURT
 WAKULLA COUNTY FLORIDA

EXHIBIT "A"
WOODLAND HERITAGE HOMEOWNER'S ASSOCIATION, INC.

Special Meeting, March 15, 1994

MINUTES

The meeting was called to order by Norman Robinson, President, at 7:40 pm.

The following motions were made, carried, and agreed to by unanimous vote of all WHHA, Inc. members present:

1. To keep the Annual Assessment Fee at \$50.00 per annum.
2. The \$10.00 fine for non-attendance or for not making arrangements for a proxy at annual meetings was struck down.
3. Effective March 15, 1994, there will no longer be a discount allowed for prepaid Annual Assessment Fees.
4. All material and labor used for road improvements is to be reasonably bid and recorded.
5. The \$50.00 fine for littering is not enforceable, therefore was struck down.
6. Liens must be filed each year, by the president of the Association for non-payment of assessments. Ref. Section 1 Article XI.
7. There will no longer be any Annual Assessment Fee waivers or payment for roadside mowing.
8. This amendment was unanimously voted to be disregarded.
9. The grading and any road work shall be by written contract, and/or by approval of the Board of Directors or the Appointed Road Committee.
10. It was unanimously agreed by all members to change the General Meeting date from August 27 of each year to the second Tuesday in January of each year, 7:30 pm, effective immediately. The Special Meeting now becomes the General Meeting for 1994. It was agreed that the Annual Assessment Fees are now due for 1994, to be paid within 30 days of the date on the Annual Assessment Notice. The \$50.00 fine for late payment was struck down.
11. The interest rate on liens will be increased from 10% to 12% per year. Ref. covenants Section IX.
12. A new motion was made and carried to change the By-Laws to allow Kathy Humphrey to remain Treasurer one more term.

REF. 230 PAGE 225

Since this meeting now becomes the General Meeting for 1994, the members present elected the following officers:

President-----Charles Alligood--1-904-926-3675
Vice President--Eugene Gardner----1-407-452-3828
Treasurer-----Kathy Humphrey----1-904-926-6384
Secretary-----Cindy Williams----1-904-926-5601

Board Members/Road Committee Members----Willis Williams
John Stinson
Kenny Chaganis

This meeting was adjourned at 8:50 pm.


Copies of Restrictions and/or By-Laws are available from your Secretary, Cindy Williams. If you need a copy of either one or both, please contact her at the following address:

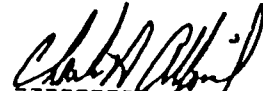
Cindy Williams
Rt. 6 Box 8300
Crawfordville, FL 32327-9335

or feel free to call her at 1-904-926-5601.

The member attendance at this Special/General Meeting was outstanding. Please be sure that you are there again in January. Your input and votes were greatly needed and appreciated!

Thank you,


Norman Robinson
President, 1993-1994


Charles Alligood
President, 1994

NR/CA/cw

OFF. 230 PAGE 226
REC.

Amendments to the

By-Laws of

Woodland Heritage Homeowner's Association, Inc.
Rt. 6 Box 8300
Crawfordville, FL 32327

March 22, 1994

1. Article III, Section 01. Change the Annual General Meeting date from August 27, 7:30 pm to the second Tuesday in January of each year, 7:30 pm, effective immediately. The March 15, 1994 Special Meeting now becomes the 1994 Annual General Meeting, with the Annual Assessment Fees now due for 1994, to be paid within 30 days of the date on the 1994 Annual Assessment Notice. The 1995 Annual General Meeting will be held on the second Tuesday in January, 7:30 pm, 1995, in accordance with this amendment. (Exhibit "A")
2. Article XI. The interest rate on liens will be increased from 10% to 12% per year. (Exhibit "A")
3. Article IV, Section 01. Article VIII, Section 03. Any officer can be re-elected to office annually by vote at the Annual General Meeting and can serve indefinitely. (Exhibit "A")

Charles Alligood 4/3/94
Charles Alligood
President, 1994

Cindy Williams 4/3/94
Cindy Williams
Secretary, 1994

DR LICENSE #
AV23-144-50-081-0
County of Wakulla
April 3, 1994
Torrey Lynn

FL license #
W452-117-529

114216

RECORDER
AT TIME & DATE NOTED
APR -5 AM 9:31
HONORABLE THURMOND
CLERK CIRCUIT COURT
WAKULLA COUNTY FLORIDA

NOTARY LYNN DEAN
MY COMMISSION EXPIRES ON
MARCH 27, 1995
STEWART TITLE OF TALLAHASSEE, INC.

OFF. REC. 230 PAGE 227.

EXHIBIT "A"
WOODLAND HERITAGE HOMEOWNER'S ASSOCIATION, INC.

Special Meeting, March 15, 1994

MINUTES

The meeting was called to order by Norman Robinson, President, at 7:40 pm.

The following motions were made, carried, and agreed to by unanimous vote of all WHHA, Inc. members present:

1. To keep the Annual Assessment Fee at \$50.00 per annum.
2. The \$10.00 fine for non-attendance or for not making arrangements for a proxy at annual meetings was struck down.
3. Effective March 15, 1994, there will no longer be a discount allowed for prepaid Annual Assessment Fees.
4. All material and labor used for road improvements is to be reasonably bid and recorded.
5. The \$50.00 fine for littering is not enforceable, therefore was struck down.
6. Liens must be filed each year, by the president of the Association for non-payment of assessments. Ref. Section 1 Article XI.
7. There will no longer be any Annual Assessment Fee waivers or payment for roadside mowing.
8. This amendment was unanimously voted to be disregarded.
9. The grading and any road work shall be by written contract, and/or by approval of the Board of Directors or the Appointed Road Committee.
10. It was unanimously agreed by all members to change the General Meeting date from August 27 of each year to the second Tuesday in January of each year, 7:30 pm, effective immediately. The Special Meeting now becomes the General Meeting for 1994. It was agreed that the Annual Assessment Fees are now due for 1994, to be paid within 30 days of the date on the Annual Assessment Notice. The \$50.00 fine for late payment was struck down.
11. The interest rate on liens will be increased from 10% to 12% per year. Ref. covenants Section IX.
12. A new motion was made and carried to change the By-Laws to allow Kathy Humphrey to remain Treasurer one more term.

EE 230 PAGE 228

page 1 of 2

Since this meeting now becomes the General Meeting for 1994, the members present elected the following officers:

President-----Charles Alligood--1-904-926-3676
Vice President--Eugene Gardner----1-407-452-3828
Treasurer-----Kathy Humphrey----1-904-926-6384
Secretary-----Cindy Williams----1-904-926-5601

Board Members/Road Committee Members----Willis Williams
John Stinson
Kenny Chaganis

This meeting was adjourned at 8:50 pm.

Copies of Restrictions and/or By-Laws are available from your Secretary, Cindy Williams. If you need a copy of either one or both, please contact her at the following address:


Cindy Williams
Rt. 6 Box 8300
Crawfordville, FL 32327-9335

or feel free to call her at 1-904-926-5601.

The member attendance at this Special/General Meeting was outstanding. Please be sure that you are there again in January. Your input and votes were greatly needed and appreciated!

Thank you,


Norman Robinson
President, 1993-1994


Charles Alligood
President, 1994