

#6

1089007

This instrument was prepared by
and should be returned to:
Russell D. Gautier, Esquire
Moore, Williams, Bryant, Peebles
& Gautier, P.A.
Post Office Box 1169
Tallahassee, Florida 32302

RECORDED
SEP 11 4 52 PM '91
CLERK OF CIRCUIT COURT

OR1515PC0751

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAPE TALQUIN

THIS DECLARATION is made and executed this 10th day of September, 1991, by Cape Talquin Partnership, a Florida general partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon 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. "Association" shall mean and refer to Cape Talquin Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "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

OR1515PC0752

sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in "Exhibit A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Plat of Cape Talquin" shall mean and refer to the plat of Cape Talquin, a subdivision, to be recorded in the Public Records of Leon County, Florida.

Section 5. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area which will be owned by the Association shall consist of the easements described in this Declaration and the property described in "Exhibit B" and "Exhibit C" attached hereto and by reference made a part hereof. The Declarant shall deed any Common Areas to the Association on or before such time as seventy percent (70%) of the lots have been sold and conveyed by the Declarant. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 6. "Lot" shall mean and refer to each lot designated on the Plat of Cape Talquin.

Section 7. "Declarant" shall mean and refer to Cape Talquin Partnership, its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from any Declarant for the purpose of development and such successor or assign has received a written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and the plural as the context may require.

OR1515P0753

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 suspend the voting rights and right to use any recreational 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;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members or to mortgage all or any part of the Common Area, provided, however, that no such dedication, transfer or mortgage shall be effective unless an instrument agreeing to such dedication, transfer or mortgage signed by two-thirds (2/3) of the members has been recorded.

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 immediate family, 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 one (1) class of voting membership. The members shall be all Owners, including the Declarant, and shall be entitled to one (1) vote for each Lot

UP1515PRO754

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.

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, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, 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 is made. Each such assessment, 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 time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an

OR1515PC0755

Owner, the maximum annual assessment shall be Seventy-five and No/100 Dollars (\$75.00) per Lot. Attached hereto as "Exhibit D" and by reference made a part hereof is an estimate prepared by a professional engineer of the reasonably expected total maintenance and replacement costs for private streets or roads and other Common Area facilities within the Properties.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may increase the annual assessment at any time to an amount not in excess of the maximum.

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 in 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 two-thirds (2/3) of the 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 Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60

OR1515PC0756

days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members 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. Assessments may be collected on an installment 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 date determined by the Board of Directors of the Association, provided, however, the annual assessments shall begin within one (1) year from the date of this Declaration and shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs and/or replacements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 date of the annual assessment shall be January 1 of each year. 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.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed twelve percent (12%) per annum. The Association

OR1515PC0757

shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, 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 property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida 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

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

DR1515P0758

successors in interest for ingress and egress, utility, drainage and landscape purposes over, across and under the property depicted as easement areas on the Plat of Cape Talquin.

Section 2. Wildlife Preservation and Conservation Easement.

The Declarant hereby reserves, excepts, imposes, grants and creates a drainage and conservation easement to and on behalf of the Declarant and the Association over, across and under the property depicted as conservation areas on the Plat of Cape Talquin. The easement shall be for wildlife preservation and conservation purposes and for the purpose of providing and maintaining stormwater management facilities for the Properties pursuant to local and state ordinances, laws and regulations. Within this easement, the following activities shall be prohibited unless approved by local governmental authorities having jurisdiction over the property:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, provided, however, the foregoing shall not prevent the construction and maintenance of fencing.

(b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

(d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

This easement shall not preclude the use of the property for stormwater detention and rate control purposes, planting trees, selective underbrushing for aesthetic purposes, to promote wildlife and/or to promote the growth of desirable trees, shrubs and other

OR1515P0759

vegetation, and such other activities that may be approved by local governmental authorities having jurisdiction over the property.

Section 3. Dock Facility. 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, egress, parking and recreational purposes over, across and under the property described in "Exhibit B" attached hereto. The foregoing easement shall be for the purpose of facilitating the use of an associated docking facility for the Properties. The Association shall be responsible for the maintenance, repair and replacement of the dock facility. The use of the property described in "Exhibit B" and the associated docking facilities shall be subject to the following restrictions and covenants:

A. There shall be no distribution of gas, oil or other petroleum products.

B. There shall be no permanent boat slips or boat tie-ups at the docking facility.

C. There shall be no cooking at the docking facility.

D. There shall be no littering and no dumping of trash, garbage or other waste.

E. There shall be no alteration or addition to the docking facility without any and all required governmental consents and approvals.

F. The reasonable use of the docking facility by private property owners within 300 feet of the docking facility will not be prohibited.

G. The docking facility shall be the only docking facility serving the Properties. No other docking facility shall be constructed by any owner on property adjoining the Properties.

Section 4. Public Utilities. In addition to the other easements set forth and described in this Article V, the Declarant

OR1515P0760

hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of Declarant, the Association, the Owners, any public utility company providing water, sewer, electricity, cable television or natural gas services to the Lots, their grantees, heirs and successors in interest for utility purposes over, across and under: (a) the areas depicted on the Plat of Cape Talquin as utility easements; and (b) five (5) feet along each side of each interior Lot line. This easement shall include the right to erect, maintain, bury, repair, replace and use electric and telephone poles, wires, cables, conduits, pipes and other suitable equipment and facilities. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance and to maintain reasonable standards of health, safety and appearance.

Section 5. 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, provided, however, that easement areas within a Lot shall be maintained by the Owner of the Lot except for those improvements made by a public authority or utility company. Notwithstanding anything to the contrary contained herein, the maintenance and repair of any improvements made by a public authority or utility company shall be the sole responsibility of such public authority or utility company. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility, and the local governmental authority shall not be

DR1515P0761

responsible for utility trench lines or trench line failures. No Owner shall restrict or alter the natural flow of water over the Properties. In addition, and not in limitation of the provisions set forth herein, the Association shall perpetually maintain the stormwater facilities. The degree of service will consist of bi-annual cleaning of debris from the mitered end sections and pipes so as not to restrict flow. Additional maintenance and repair shall be performed should damage to the stormwater systems occur, including damage to the mitered end sections and pipes, erosion and/or accretion. 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.

Section 6. Dedication of Roadways. The Association shall dedicate to public use any street or road within the Properties whenever two-thirds (2/3) of the Owners of two-thirds (2/3) of the Lots abutting such street or road present a signed petition proposing such dedication to Leon County, or a successors local government, and such local government agrees to accept the street or road as a public right-of-way.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any material alteration, addition or deletion be made to the landscaping of a Lot, nor shall any trees, shrubbery, or other vegetation be disturbed or removed, until the plans and specifications showing the nature, kind, shape, height, materials, location and all other reasonable 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

DR1515P0762

three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. Notwithstanding anything to the contrary contained herein, clearing underbrush and trees shall not require the approval of the Architectural Committee as long as any building is not visible from any street or its visibility remains reasonably obscured. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently 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. The initial Architectural Committee shall be Russell R. Bevis, Charles B. Harvey, Jr., and Margaret T. Mackin, who shall serve until all Lots are sold and transferred by the Declarant. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. 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

OR 1515P0763

Architectural Committee. The plans and specifications shall include the following information:

(1) Building plans showing floor plans and front, side and rear elevations.

(2) Exterior finish schedule showing material, style, and color for all surfaces.

(3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.

(4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.

(5) The contractor who will perform and be responsible for all work.

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 Lots and to protect all Owners against a diminution of value 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

RR151500764
excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or 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 utility trenches; backfilling utility trenches; and the general appearance of the houses. 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.

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 and swimming pool as approved by the Architectural Committee. A manufactured housing unit and mobile or modular home shall be allowed for residential purposes if any such unit or home: otherwise meets the requirements and specifications set forth in this Declaration; has been manufactured by a company engaged in the manufacturing or housing units or mobile modular homes; has been manufactured within five (5) years from the date written approval is sought; contains a minimum of 800 square feet; and is approved as to condition, repair, design and color by the Architectural Committee. The Architectural Committee may grant variances to the age of the manufactured housing unit or mobile or modular home. All such manufactured housing units and mobile and modular homes shall be well maintained and shall be skirted between floor and

OR1515P0765

ground level. The skirting shall be installed within fifteen (15) days from the earlier of the date the unit or home is moved on the Lot or the date of the certificate of occupancy. Skirting material shall be approved by the Architectural Committee.

ARTICLE VIII

DWELLING SIZE

No conventionally built dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 850 square feet for a one-story dwelling, exclusive of patios, terraces, and other areas not under roof and detached storage areas and garages, but inclusive of open porches, attached storage areas and attached garages under roof, and at least 600 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof and detached storage areas and garages, but inclusive of open porches, attached storage areas and attached garages under roof, provided that the floor area of the entire dwelling contains at least 850 square feet, exclusive of all patios, terraces, and other areas not under roof and detached storage areas and garages. No manufactured housing unit or mobile or modular home shall be permitted on any Lot unless such unit or home is approved as to minimum square footage, condition, repair, design and color as set forth in Article VII of this Declaration. No dwelling shall exceed two and one-half stories in height (excluding basements).

ARTICLE IX

BUILDING, DRIVEWAY AND FENCE LOCATION

AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, each building shall be located in such a manner that it will not be visible from any street or its visibility shall be obscured to the extent reasonably possible. Driveways shall be designed and constructed in a manner consistent

OR1515P0766

with the overall objective of keeping each building from being visible from any street. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE X

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 XI

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. The Architectural Committee may grant variances to the provisions set forth herein provided that the variance shall be temporary for a specific period of time.

ARTICLE XII

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign of not more than five (5) square feet to advertise the property for sale or lease and except signs used by Declarant 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. Any sign shall be mounted on a free-standing post or sign holder.

OR1515PC0767

ARTICLE XIII

ANIMALS AND CROPS

Animals, livestock and poultry, with the exception of swine, may be raised, bred or kept on any Lot, provided the Owner shall maintain all such animals, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. No swine shall be allowed or kept on any Lot. 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.

ARTICLE XIV

RADIO AND TELEVISION ANTENNA,

SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Committee. Sports and play equipment, such as basketball goals and playground equipment shall be located in a manner in which it is not visible from any street or any adjoining Lot. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the location of the tank is approved by the Architectural Committee and the tank is not visible from any street or any adjoining Lot.

ARTICLE XV

MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee. In the event cluster boxes are provided, no other mail

OR1515PC0768

box or other receptacle of any kind for use in the delivery of mail shall be placed or permitted to remain on any Lot.

ARTICLE XVI

BOATS, TRAILERS,

RECREATIONAL VEHICLES AND ACTIVITIES

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

ARTICLE XVII

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 purpose 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 any 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 as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

ARTICLE XVIII

USE OF VEHICLES PROHIBITED

No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go cart, all terrain vehicle, etc., shall be

DR1515PC0769

operated on any portion of the Properties in any manner that would constitute an annoyance or nuisance to residents of the Properties.

ARTICLE XIX

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 collection by the appropriate waste management and collection authority. All Owners shall arrange for collection by the appropriate waste management and collection authority unless and until he demonstrates to the satisfaction of the Board of Directors of the Association that he has arranged for some other satisfactory means of garbage disposal.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event any violation of this Declaration results in the damage to, alteration of or removal of any improvement, landscaping or vegetation, the Owner shall be required to restore the improvement, landscaping or vegetation to the greatest extent possible and, if complete restoration is not possible, to provide mitigation of the damage. The failure of the Association or any Owner to enforce any covenant

DR151510770

or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Attorneys' Fees. The prevailing part shall be entitled to recover reasonable attorneys' fees: in litigation to require the Association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other Common Areas; and in litigation to require the Declarant to incorporate the Association or to perform any other action or obligation imposed by the Declarant pursuant to this Declaration.

Section 3. 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 4. Annexation. Additional residential property and common areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the owners of each lot in such annexed area shall have the same rights, benefits, obligations and duties as the Owners of the Lots described in this Declaration.

Section 5. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof, nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional.

OR1515P0771

Section 6. Amendment. 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 unless the Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. This Declaration may be amended by an instrument signed by not less than eighty percent (80%) of the Lot Owners, provided, however, the Declarant, without the joinder of any other Owner may amend this Declaration to reduce the interest rate charged on past due assessments or as required to cause this Declaration to comply with any duly adopted rule or regulation of the Federal Housing Administration or the Veterans Administration or any applicable ordinance of the local governmental authority. Any amendment of the provisions set forth in this Declaration to meet the requirements of Leon County Ordinance No. 90-12 shall require the written consent and joinder of Leon County, or a successor local government, unless and until the requirement of such consent and joinder has been eliminated by a duly elected ordinance of Leon County or a successor local government. 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.

Section 7. FHA/VA Approval. As long as there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of

DR1515PC0772

additional properties, dedication of Common Area and amendment of this Declaration.

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

WITNESSES:

CAPE TALQUIN PARTNERSHIP, a Florida general partnership

Jennifer C. Evans
Jennifer C. Evans
Print or type name.

By: [Signature]
Charles B. Harvey, Sr.
General Partner

Charlotte W. Sharpe
Charlotte W. Sharpe
Print or type name.

Kay Woolam
Kay Woolam
Print or type name.

By: [Signature]
Russell R. Davis
General Partner

Jennifer C. Evans
Jennifer C. Evans
Print or type name.

Jennifer C. Evans
Jennifer C. Evans
Print or type name.

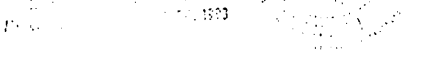
By: [Signature]
Charles B. Harvey, Jr.
General Partner

Charlotte W. Sharpe
Charlotte W. Sharpe
Print or type name.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10 day of November 1991, by Charles B. Harvey, Sr., as General Partner of Cape Talquin Partnership, a Florida general partnership, on behalf of the partnership.

[Signature]
Signature
FRANCES L. BELL
Print or type name.
NOTARY PUBLIC
My Commission Expires:



STATE OF FLORIDA
COUNTY OF LEON

DR1515P0773

The foregoing instrument was acknowledged before me this 10
day of September, 1991, by Russell R. Bevis as General Partner of
Cape Talquin Partnership, a Florida general partnership, on behalf
of the partnership.

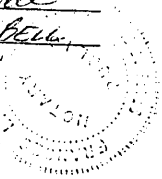
Frances L. Bell
Signature

FRANCES L. BELL
Print or type name.

NOTARY PUBLIC

My Commission Expires: April 24, 1993

State of Florida
My Commission Expires April 24, 1993
Notary Public - State of Florida, Inc.



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10
day of September, 1991, by Charles B. Harvey, Jr., as General
Partner of Cape Talquin Partnership, a Florida general partnership,
on behalf of the partnership.

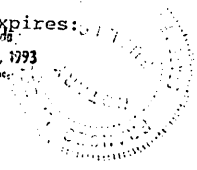
Frances L. Bell
Signature

FRANCES L. BELL
Print or type name.

NOTARY PUBLIC

My Commission Expires: April 24, 1993

State of Florida
My Commission Expires April 24, 1993
Notary Public - State of Florida, Inc.



OR1515M0774

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 12, TOWNSHIP 1 SOUTH, RANGE 4 WEST, LEON COUNTY, FLORIDA AND RUN NORTH 00 DEGREES 24 MINUTES 59 SECONDS WEST 7.28 FEET A POINT SET ON THE NORTHERLY RIGHT OF WAY BOUNDARY LINE OF STATE ROAD NO. 20 AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 83 DEGREES 02 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY 822.65 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT, THEN RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY CURVE HAVING A RADIUS OF 2897.79 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 01 MINUTES 40 SECONDS FOR A ARC DISTANCE OF 1417.53 FEET, THEN RUN SOUTH 68 DEGREES 56 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY 1526.78 FEET, THEN LEAVING SAID RIGHT OF WAY RUN NORTH 00 DEGREES 25 MINUTES 21 SECONDS WEST 596.68 FEET TO AN IRON ROD SET, THEN RUN SOUTH 89 DEGREES 39 MINUTES 54 SECONDS WEST 330.36 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 00 DEGREES 25 MINUTES 16 SECONDS WEST 660.12 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 89 DEGREES 40 MINUTES 44 SECONDS WEST 662.11 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 00 DEGREES 24 MINUTES 06 SECONDS WEST 1320.53 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 89 DEGREES 41 MINUTES 14 SECONDS EAST 1984.79 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 00 DEGREES 25 MINUTES 07 SECONDS WEST 660.03 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 89 DEGREES 45 MINUTES 19 SECONDS EAST 1323.00 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 00 DEGREES 25 MINUTES 36 SECONDS EAST 659.59 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 89 DEGREES 48 MINUTES 26 SECONDS EAST 661.42 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 00 DEGREES 24 MINUTES 25 SECONDS EAST 659.68 FEET TO A CONCRETE MONUMENT, THEN RUN NORTH 89 DEGREES 45 MINUTES 04 SECONDS EAST 661.70 FEET TO A CONCRETE MONUMENT, THEN RUN SOUTH 00 DEGREES 24 MINUTES 59 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID FRACTIONAL SECTION 12 A DISTANCE OF 1312.94 FEET TO THE POINT OF BEGINNING; CONTAINING 217.384 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY BEING LOCATED IN SECTIONS 12 & 13, TOWNSHIP 1 SOUTH, RANGE 4 WEST, LEON COUNTY, FLORIDA.