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JAPONICA FOREST  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by JAPONICA FOREST PARTNERSHIP, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tallahassee, County of Leon, State of Florida, which is more particularly described as:

Begin at a terra cotta monument marking the Southeast corner of Lots 7 and 8, Block "A" of Glenwood Estates, as recorded in Plat Book 2, Page 11, of the Public Records of Leon County, Florida, and run North (bearing base) along the West right-of-way boundary of Ty Ty Road (formerly First Avenue) 319.67 feet to an iron pipe marking the Northeast corner of said Lot 8, thence South 89 degrees 57 minutes 22 seconds West along the North boundary of said Lot 8 a distance of 765.13 feet to an iron pipe marking the Northwest corner of said Lot 8, thence South 00 degrees 03 minutes 32 seconds East along the West boundaries of said Lots 8 and 7 a distance of 319.76 feet to a terra cotta monument marking the Southwest corner of said Lot 7, thence North 89 degrees 56 minutes 57 seconds East along the South boundary of said Lot 7 a distance of 764.80 feet to the POINT OF BEGINNING, containing 5.61 acres, more or less, and being situate in Section 29, Township 1 North, Range 1 East, Leon County, Florida.

PAUL E. HARTSFIELD  
CLERK OF CIRCUIT COURT

SEP 7 10 38 AM 1983

RECORDED IN THE PUBLIC  
RECORDS OF LEON CO., FLA.

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NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 JAPONICA FOREST HOMEOWNERS' ASSOCIATION, INC., 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 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4.            "Common Area" shall mean all real property (including the improvements thereto) in which the Association has a roadway easement for the ingress, egress, common use and enjoyment of the owners. The Common Area in which the Association shall have an interest at the time of conveyance of the first Lot is described as follows:

A 30-foot easement for ingress, egress and utilities lying 15.00 feet on each side of the following described center-line:

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Commence at a terra cotta monument marking the Southeast corner of Lot 7, Block "A", of GLENWOOD ESTATES, a subdivision as per map or plat thereof, recorded in Plat Book 2, Page 11, of the Public Records of Leon County, Florida, and run thence North (bearing base) along the Westerly right-of-way boundary of Ty Ty Road (formerly First Avenue) 160.00 feet to the POINT OF BEGINNING of said centerline described herein. From said POINT OF BEGINNING run West 90.00 feet to a point of curve to the right, thence along said curve with a radius of 195.56 feet through a central angle of 14 degrees 34 minutes 12 seconds, for an arc distance of 49.73 feet, thence North 75 degrees 25 minutes 48 seconds West 34.29 feet to a point of curve to the left, thence along said curve with a radius of 231.51 feet, through a central angle of 35 degrees 54 minutes 02 seconds, for an arc distance of 145.06 feet, thence South 68 degrees 40 minutes 10 seconds West 46.05 feet to a point of curve to the right, thence along said curve with a radius of 221.14 feet, through a central angle of 41 degrees 04 minutes 43 seconds, for an arc distance of 158.55 feet to a point of reverse curve, thence along said reverse curve with a radius of 255.03 feet, through a central angle of 22 degrees 11 minutes 06 seconds, for an arc distance of 98.75 feet, thence South 87 degrees 33 minutes 48 seconds West 60.10 feet, thence North 02 degrees 26 minutes 12 seconds West 35.00 feet, thence South 02 degrees 26 minutes 12 seconds East 70.00 feet to the terminal point of the centerline described herein. Said easement covering 0.51 acre, more or less.

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Section 5. "Lot" shall mean and refer to any plot of land shown upon any unrecorded subdivision map of Japonica subdivision.

Section 6. "Declarant" shall mean and refer to JAPONICA FOREST PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of the development.

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 of 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of 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 family, his tenants, or contract purchasers who reside on the property.

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ARTICLE III      MEMBERSHIP AND VOTING RIGHTS

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

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

Class A.      Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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.

Class B.      The Class B member(s) shall be the Declarant and shall be entitled to the (3) votes for each Lot owned. The Class B membership shall cease and be conveyed to Class A membership on the happening of either the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

ARTICLE IV      DEFINITIONS

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; and

- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's 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 assessment levied by the Association shall be exclusively for the improvement and maintenance of the Common Area.

Section 3.            Maximum Annual Assessment.    Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWENTY-FIVE DOLLARS (\$25.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than five per cent (5%) above the maximum 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 per cent (5%) by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of JAPONICA FOREST HOME-OWNERS' ASSOCIATION may fix the annual assessment at an amount not in excess of the maximum.

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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 votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate

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

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9.            Subordination of the Lien to Mortgages.        The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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, 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.

ARTICLE V            ARCHITECTURAL CONTROL

There shall be no parking of motor vehicles in the Common Area; no building, fence, wall, other structure, or lot clearing shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI USE RESTRICTIONS

Section 1. Residential Only. No Lot shall be used except for residential purposes and shall not contain more than one single-family unit.

Section 2. Conformance With Zoning. All structures constructed on a Lot shall conform to the Tallahassee-Leon County Zoning Code as it exists at the time of construction and shall be placed on the Lot in conformance with its requirements.

Section 3. Temporary Residence Prohibited. No structure of a temporary character, such as, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn, or other out-buildings shall be used on any Lot at any time as a residence either temporarily or permanently. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed beside or behind the residence so as not to be visible from the street.

Section 4. Dwelling Quantity and Size. The main floor area of the main structure, exclusive of one-story porches, garages, carports, utility rooms, and patios shall have no less than fifteen hundred (1,500) square feet of heated and/or air conditioned area.

Section 5. All residences shall contain a garage with a door, with minimum garage dimensions being 12 x 22.

Section 6. All structures shall be set back a minimum of fifty (50) feet from the roadway pavement.

Section 7. There shall be no fence extending beyond the front corners of any house.

Section 8. All chimneys must be boxed in.

Section 9. All structures must contain a minimum of twenty-five per cent (25%) brick.

Section 10. No T-111 or reverse board and batten pine siding shall be used in any structure.

Section 11. No. 12-inch square edge masonite shall be used in any structure.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

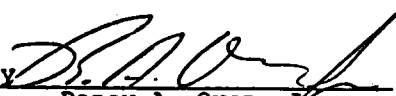
Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

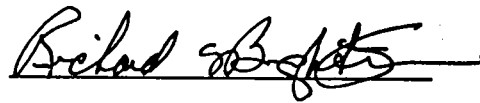
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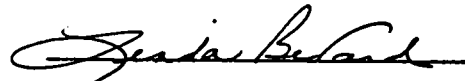
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6<sup>th</sup> day of September, 1983.

JAPONICA FOREST PARTNERSHIP  
Declarant

By   
Raney A. Owen, Jr.  
A General Partner

Executed in the Presence of:



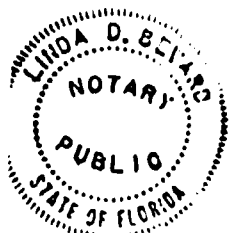


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STATE OF FLORIDA )  
( SS.  
COUNTY OF LEON )

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared RANEY A. OVEN, JR., well known and known to me to be a general partner of JAPONICA FOREST PARTNERSHIP, and that he acknowledged executing the foregoing in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said partnership.

WITNESS my hand and official seal in the county and state last aforesaid this 6<sup>th</sup> day of Sept, 1983.



Linda D. Beland  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE.

My Commission Expires: 6/14/87

Notary Public, State of Florida  
My Commission Expires June 14, 1987  
Banded This Day for Instance, etc.

This Instrument Prepared By:  
Richard S. Brightman, Esquire  
Hopping Boyd Green & Sams  
420 Lewis State Bank Building  
Post Office Box 6526  
Tallahassee, Florida 32314  
(904) 222 - 7500