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DECLARATION OF COVENANTS AND
RESTRICTIONS OF ROSEHILL

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KAREN J. ASHFORD
CLERK OF CIRCUIT COURT

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EXHIBITS

"A"	Legal Descriptions of Subject Property
"B"	Recorded Master Plan & Plat indicating Lot Types, Boat Launch and Storage locations, etc.
"C"	Articles of Incorporation of Rosehill Homeowners' Association, Inc.
"D"	By-Laws of Incorporation of Rosehill Homeowners' Association, Inc.
"E"	Improvement Review Forms and Construction Agree- ment

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

ROSEHILL

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PREFACE

GENERAL

The residential development at Rosehill represents the fortuitous culmination of years of careful planning of an unusually beautiful and uniquely configured tract of land. Master plan improvements provide property owners with generous individual homesites sympathetically adapted to the existing topography and couched in highly accessible and extensive common land resources. By providing the potential for a broadbased and intimate participation in and with these natural resources, a living environment of great beauty and rarity has been created.

The Covenants and Restrictions have been formulated to protect and enhance this living environment by requiring that further activities and improvements respect the values inherent in the master plan and evolve in harmony with the land and its beneficiaries. They provide that each Rosehill property owner be a member of the Rosehill Property Owners' Association, the governing body for all property and activities within Rosehill, established for the benefit and protection of the owner's interests.

ARCHITECTURAL REVIEW

As regards the architectural review process, quality and excellence rather than style of design and construction are critical. Proposed homesite improvements must evidence the integration of interior and exterior spaces with landscaping and existing site features and reflect an effort to minimize the disturbance of vegetation valuable for providing wildlife habitat, natural beauty, and human privacy. Innovation evolving from the consideration of specific programmatic needs in the context of specific site characteristics and the use of indigenous or compatible landscaping is encouraged.

The procedures and restrictions outlined as follows and in Article VI and VII of the Declaration, together with the forms attached as Exhibit "E," provide the basis for the systematic and uniform process of review which is required for all proposed construction. In conjunction with the concerned and conscientious efforts of all involved in the improvement and use of the property, they will ensure that those qualities which contribute to its unique and precious value today will be preserved into the distant future.

BEFORE CONSTRUCTION

After completing the review process and upon receipt of final approval from the Architectural Review Committee ("Committee"), several steps must be followed before any lot clearing, material deliveries, or construction may begin. First and foremost, a building permit shall be obtained from the Leon County Building Department. In addition to the Leon County building permit, the owner or his representative shall obtain a septic tank permit from the Leon County Health Department. This septic tank permit may require a site inspection by an inspector from the health department to

This will include an analysis of soil type and water table elevations for the particular site. The design and construction standards for septic tanks may vary, depending upon the site analysis.

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DURING CONSTRUCTION

Construction in Rosehill is under constant observation by the Committee, and a final inspection will be conducted by the Committee upon completion of the structure. Builders working in Rosehill shall be licensed by Leon County and certified with the State of Florida. The conduct of workmen is the responsibility of the Contractor. Construction access to the property is controlled and regulated and shall occur exclusively at specified locations. The maximum hours for construction are from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Construction on Sunday is prohibited. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding around in the property or from using Rosehill common facilities. No loud music or loud vehicles, speeding, or noxious, offensive, or nuisance like activity is permitted.

The lot owner and his contractor shall be responsible for protecting against damage to all vegetation and other site features not shown to be altered on the approved site plan, and shall confine construction activity to those areas indicated for such use on said site plan.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials and vehicles shall be kept on the site, thus maintaining an unobstructed street right-of-way. The storage of materials shall be neat and orderly and in an inconspicuous area of the site. As untidy sites present a negative image to visitors and property owners, this requirement will be strictly enforced.

Temporary utilities shall be installed in a neat manner. The temporary post must be installed plumb and will not be allowed for the placement of signs.

Construction of all residences shall be completed within one year from the letter of approval or such extended time period initially approved by the Committee. All proposals for exterior changes shall be submitted for review and approval by the Committee prior to implementation. The Association may employ workers to correct any exterior changes made without Committee approval. The Committee shall notify the owner in writing of any corrections required to be made and if within seven (7) days of the date of such notice, the owner has not begun the required corrections or received from the Committee an extension of time for making such corrections, the Association shall have such corrections made at the owner's expense. Any such expenses incurred by the Association shall be handled as an assessment against the subject lot as specified in Article V, Section 14 hereof.

AFTER CONSTRUCTION

When construction of a residence is complete, the owner and contractor must satisfy several requirements before applying for a final inspection. Construction of the residence and completion of the landscaping shall conform to the plans previously approved by the Committee. Any unauthorized changes shall be corrected before the final inspection certificate will be issued. All building debris shall be removed from the site and the surrounding area. Upon final approval, a completed inspection form will be issued by the Committee. Proof of this

Inspection will be necessary before the owner-contractor is authorized to request permanent electrical and/or water connections.

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ARTICLE I

STATEMENT OF PURPOSE

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, is made and entered into on this 1st day of September, 1987, By ROSEHILL 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 lands located in Leon County, Florida, and desires to create thereon a residential community with permanent recreational areas, open spaces and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation, protection and enhancement of the natural environment, including the land, vegetation and wildlife of said community, and for the maintenance of said recreational areas, open spaces and other common facilities, and, to this end, desires to subject the real property described in Exhibit "A" attached hereto, 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, Declarant has deemed it desirable, for the aforementioned purposes, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, under the laws of the State of Florida, as a non-profit corporation, ROSEHILL PROPERTY OWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A" attached hereto 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. All provisions hereof shall, when any deed to any parcel of land located within the property described in the attached Exhibit "A" is hereafter executed, be deemed to be binding upon any grantor and grantee, or their assigns and successors in interest, as if set forth therein in full.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Property Description. The real property which is, and
Information deemed reliable but not guaranteed

subject to this Declaration is located in Leon County, Florida, contains 550.85 acres, more or less, and is more particularly described in Exhibit "A" attached hereto.

ARTICLE III

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DEFINITION OF TERMS

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

(a) "Assessment" shall mean a share of the funds required for the payment of common expenses which from time to time is assessed against a lot owner.

(b) "Association" shall mean and refer to the Rosehill Property Owners' Association, Inc., a non-profit Florida corporation, its successors and assigns.

(c) "Board" shall mean and refer to the Board of Directors of the Rosehill Property Owners' Association, Inc.

(d) "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms, patios and decks, carports, canopies, enclosed malls, porches, walls, docks, fences, television antennas and mechanical and electrical devices.

(e) "By-Laws" shall mean such By-Laws as are established by the Association from time to time.

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

(g) "Common Expenses" shall mean the expenses for which the lot owners are liable to the Association.

(h) "Common Property" or "Common Areas" shall mean and refer to those areas of land and water shown on the recorded subdivision plat of Rosehill and intended to be devoted to the common use and enjoyment of the owners of The Properties and including land owned by the Association and any leased land to which its members have rights of use and access. The members of the Association may elect to make improvements to the Common Property. Such improvements, however, shall be restricted to two (2) areas designated as possible improvement sites on the recorded plat. Improvements on Common Property not so designated shall be prohibited.

(i) "Common Surplus" shall mean the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

(j) "Declarant" shall mean and refer to Rosehill Partnership, a Florida general partnership.

(k) "Immediate Family" shall mean the owner, spouse, children, parents, grandchildren and residents of the property.

(l) "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, outbuildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways or gates and signs, or any landscape, vegetation or topographic alteration.

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(m) "Lake Lot" shall mean and refer to the following lots shown on the recorded plat or map of Rosehill which front on Lake Elizabeth and Lake Jane: Lots 87 thru 94, 18 thru 21, 34, 35, 38, 39 and 45 thru 65.

(n) "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished as living areas and which shall not include garages, carports, porches, patios, or storage areas.

(o) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article V, Section 3, hereof.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot or lake lot (hereinafter called "lot", "lake lot", or "pond lot"), which is located in Rosehill, a subdivision located in Leon County, Florida, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(q) "Pond Lot" shall mean and refer to the following lots shown on the recorded plat or map of Rosehill which front on Woods Pond: Lots 22, 23, 32 and 33.

(r) "Site" or "Lot" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control, with the exception of Common Properties as heretofore defined. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

(s) "Special Common Area" shall mean and refer to those specific parcels of Common Property which are so designated on the recorded plat or map of Rosehill. These parcels are the only Common Properties which can be improved or built upon by the Association.

(t) "The Property" or "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I hereof.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, The Association, its 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 extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of at least two-thirds (2/3) of the lots 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 three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to the Owners at least ninety (90) days in advance of any action taken.

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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 Declarant 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 3. Severability. Invalidation of any one, or of any part 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.

Section 4. Titles. The titles of each of the paragraphs or subdivisions contained herein are for convenience only and shall be deemed to have no legal effect.

Section 5. Amendment. The Declarant reserves unto itself and its successors and assigns 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, deed or subsequent Declaration of Covenants and Restrictions, 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 Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation. With the concurrence of at least two-thirds (2/3) of its members in good standing, the Association may amend, alter, modify or delete any portion of these covenants and restrictions, provided further that any amendments affecting pond or lakefront common properties, as indicated in the attached Exhibit "A", shall require the additional concurrence of at least two-thirds (2/3) of the members in good standing owning pond or lake lots proposed to be affected by such change or modification.

Section 6. Additional Covenants and Restrictions. No property owner, without the prior written approval of the Declarant, its successors and/or assigns, may impose any additional covenants or restrictions on any part of the land described in Articles I and II hereof.

Section 7. Development by Declarant. No provision contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of Rosehill, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on its property as it deems necessary or desirable for the sale or other disposition thereof.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right to erect, maintain and use electric, television and telephone wires, cables, conduits, sewers, water mains and other suitable equipment, gas, sewer, water or other public conveniences or utilities on, over or under the ground at all easements and common properties; and to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements, or ensure the vitality of the natural environment. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any similar action reasonably necessary to provide economical and safe drainage and utility installation and to

maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the company, but this reservation shall not be considered an obligation of the company to provide or maintain any such utility or service.

ARTICLE V

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HOMEOWNERS' ASSOCIATION

Section 1. Structure and Purpose. The Association, formed as a non-profit corporation under the laws of the State of Florida, is responsible for the implementation and furtherance of the goals and purposes of the covenants and restrictions stated herein. Through its administration and enforcement, the Association shall protect and enhance the natural environment, maintain and manage the common properties, facilities and leased lands within the property and within such additional property as may be brought into its jurisdiction.

Permission for the Association, or its agents, to undertake whatever action it deems appropriate for the performance of its duties is granted by each lot purchaser and member of the Association.

Section 2. Powers. More specifically, the Association, its agents or assigns, may: acquire, own, manage, improve, develop and dispose of real and personal property in connection with the construction, operation, and maintenance of recreational lands, streets, easements, and other common property, including, but not limited to, all water infall and drainage configurations, all roadways with improvements or landscaping thereon, together, further, with all properties, facilities or amenities that may be owned, acquired or built by the Association, protect streams, lakes and water supplies, maintain and enhance the conservation of natural and scenic resources, promote the conservation of soils, fish, wildlife, game and migratory birds, afford and enhance recreation opportunities and preserve historical sites, erect wildlife feeding stations, plant small patches of cover and food crops for quail, turkeys and other wildlife, make access trails or paths through common properties for the purpose of permitting observation and study of wildlife, hiking and riding, erect buildings and other facilities for all types of recreation, erect small signs throughout the common property designating points of particular interest and attraction, and take such other steps as are reasonable, necessary and proper to further the aims and purposes of the common properties, plant trees or other vegetation on all common property and on that part of each lakeside or pondside lot which is thirty (30) feet or nearer to the lakeside or pondside common property, protect from erosion the common property by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by said Association, replace vegetation on a lot or common property when vegetation has been removed or damaged in violation of these covenants and assess fines on those it determines to be responsible for such removal or damage, provide and insure adequate drainage ways, canals, and access roads, cut fire breaks and cut and remove trees, provide maintenance upon vacant sites and upon every improved site which is subject to assessment under Article V hereof. Such maintenance may include painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, may also include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter and dead vegetable matter; provide garbage and trash collection; supplement municipal services; fix assessments to be levied against the properties; enforce all

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common properties; promote public safety and prevention of cruelty to animals; grant easements where necessary for utilities, cable television and sewer and drainage facilities over or under the roadway area; obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members; have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; and insofar as is permitted by law, do any other thing that, in the opinion of the Association, will promote the common benefit and enjoyment of the properties by its members.

The intention is that none of the objectives and powers, as hereinabove set forth, except where otherwise specified in this Article, shall be in anywise limited or restricted by reference to or inference from the terms of any other objectives, powers or clauses of this Article or any other Article; but that the objectives and powers specified in each of the clauses in this Article shall be regarded as independent objectives and powers.

Section 3. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any site which is subject by 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 pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

Section 4. Voting Rights. The Association shall have one (1) class of voting membership consisting of all owners of lots within the property described in Article I above and any additional property that comes within the jurisdiction of the Association. All owners shall be entitled to one (1) vote for each lot owned so long as the owner is a member in good standing with the Association at the time of such vote. When more than one (1) 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 (1) vote be cast with respect to any lot. All voting rights shall reside with Declarant (as identified in the Declaration), for a period of two (2) years or until Declarant or a related business entity has conveyed title to all lots within the property, whichever event first occurs, except as provided in the Declaration.

Voting rights shall be suspended for any lot owner who is delinquent in the payment of any regular or special lot assessment imposed by the Association or who is in violation of any of the terms, conditions, or covenants of the Declaration or is in violation of any of the rules promulgated by the Board.

In addition to the requirement of an affirmative vote of the membership as a whole, any vote to amend, alter, modify or delete any terms or conditions of the Declaration as they relate to Lakes Elizabeth and Jane or to any lake lots shall also require the concurrence of at least two-thirds (2/3) of the members in good standing owning the lake lots to be affected by such change or modification.

Section 5. 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, postage

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member or owner on the records of the Association at the time of such mailing.

Section 6. Members' Easement of Enjoyment. Subject to the provisions of Section 10 and Article VIII, every member shall have the 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 7. Terms of Existence. The Association shall have perpetual existence but, by vote of the total membership, may be dissolved through merger or consolidation with any other corporation with similar purposes and responsibilities on adjacent properties. All assets held by the Association at the time of its dissolution shall be dedicated, transferred to, or consolidated with those of the Association with which it is merging or consolidating, with members of such Association sharing full and equal rights and entitlements under the consolidated Association.

Section 8. Liability to Members or Others. Notwithstanding the duties of the Association, the Association shall not be liable to homeowners, their invitees, guests or others for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by Acts of God or by third parties.

Section 9. Title to Common Properties. The Declarant may retain the legal title to the common properties and easements until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the common properties to the Association not later than the 1st day of January, 1990.

Section 10. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) Encumbrance of Common Properties. The Association shall have the right, in accordance with its Articles and By-Laws, to borrow money for the purpose of further improving certain common properties and to mortgage said properties for such purpose. Only those two parcels identified, on the recorded plat or map of Rosehill, as "Common Improvement Areas I & II" can be so improved and/or mortgaged. In the event of a default upon any such mortgage, the lender shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members 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;

(b) Suspension of Rights. 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 for any infraction of its covenants and restrictions or its published rules and regulations; and

(c) Transfer of Assets. The right of the Association to dedicate or transfer all or any part of the common properties or easements to any public, semi-public or non-profit 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, transfer or assignment shall

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effective unless ratified by two-thirds (2/3) vote of the members in good standing represented at such meeting called specifically for such purpose and provided that 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; together with such transfer or dedication shall be transferred all assessments appurtenant to such assets, together with provision for their continued future allocation to such entity should such transfer and responsibility therefor so reasonably require.

Section 11. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each site owned by it within the properties, hereby covenants, and each other owner of any site by acceptance of a deed therefore, 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: (a) annual assessments or charges as herein set forth and as established by the Association, and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost 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. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his lot.

Section 12. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and 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, 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. No setoffs shall be allowed to any owner for repairs, improvements, or services contracted for by any owner without the express written authorization of the Board of Directors of the Association.

Section 13. Basis and Maximum of Annual Assessments. The owners shall not be responsible for making annual assessment payments until the year beginning January 1, 1988. The annual assessment for such assessment period shall be established by the Board of Directors at its initial meeting.

The Board of Directors of the Association may, after the Association, fix the actual assessment for the 1989 year at a greater or lesser amount. From and after January 1, 1989, the maximum annual assessment may be increased by more than ten percent (10%), provided that any such change shall have the assent of a majority of members in good standing whether 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; provided, further, that the maximum assessments permitted under Sections 13 and 14 hereof shall not be increased as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article V, Section 7 hereof.

Section 14. Special Assessments. In addition to the annual assessments authorized above, the Association may levy

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defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the roadways, or any other area or improvement which the Association is empowered to make, including improvements, fixtures and real or personal property related thereto; provided, however, that any such assessment shall be made in accordance with the By-Laws of the Association and shall be assented to by a majority of the votes of the members as required by Section 13 hereof.

If an owner shall fail to maintain or make the repairs or replacements which are the responsibility of such owner, then upon vote of a majority of the Board and after no less than thirty (30) days notice to the owner, the Board shall have the right (but not the obligation) to enter upon such lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be added to the assessments chargeable to such owner and shall be payable to the Association by such owner under such terms as the Board of Directors of the Association determines.

For the purpose solely of performing any of the maintenance or services which it is authorized to make, the Association's agent or employee shall have the right, after reasonable notice to the owner, to enter upon any such site.

Section 15. Deposit of Assessments. Any and all sums collected from assessments or related payments may be co-mingled with each other in a single account and shall be held and used for the purposes herein set forth.

Section 16. Quorum for any Action Authorized Under Sections 13 and 14. The quorum required for any action authorized by Sections 13 and 14 hereof shall be as follows: At the first meeting called, as provided in Sections 13 and 14 hereof, the presence at the meeting of a majority of the members in good standing, or of proxies thereof, 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 13 and 14 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 17. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence January 1, 1988, and shall be due on the same day and month each and every year thereafter.

The due date of any special assessment under Section 14 hereof shall be fixed in the resolution authorizing such assessment.

Section 18. Duties of the Board of Directors. The Board of Directors of the Association shall fix 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 or mortgagee of 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

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Section 19. Effect of Non-Payment of Assessments. If the assessments are not paid on the date when due (being the dates specified in Section 17 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.

If the assessment is not paid within ten (10) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by law 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.

Any member who is delinquent in his payment of assessments or who has violated the rules and regulations adopted by the Board of Directors shall automatically have his rights as a member suspended (including, but not limited to, the right to vote on Association matters and the use of all the common areas except the roadways) and may be assessed the cost of correcting any deficiency which his actions may have caused, plus a charge for the administration of this correction, or both, by and at the sole discretion of the Board.

The Association by and through the Board shall have the authority to establish rules and regulations for the use of all common areas and further shall have the authority to assess fines for the violation thereof. The Association shall enforce such rules and regulations by appropriate court action if necessary.

Section 20. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be absolutely subordinated to the lien of any first or second 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 such mortgages as if said lien were a subordinate mortgage, irrespective of when such mortgage was executed and recorded.

Section 21. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all roadways and/or utilities to the extent of any interest therein dedicated and accepted by the local authority; (b) all property owned by the Association; (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; and (d) all properties owned by the Declarant.

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

ARTICLE VI

ARCHITECTURAL REVIEW

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expressed, and to further protect the investment of those having an interest in the property, all improvements and site alterations must comply with the following restrictions and covenants and a complete description thereof must be submitted to the Architectural Review committee prior to implementation.

Section 1. Architectural Review Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans, specifications, and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including aesthetic reasons.

No improvements, as defined herein, 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, in duplicate, to and approved by the aforementioned Committee, in writing, as to the acceptability of the proposed improvements.

Section 2. Membership. The Architectural Review Committee is composed of three (3) members to be appointed by the Board. 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.

Section 3. Procedure. At least sixty (60) days prior to the proposed commencement of construction, a schematic design submittal shall be made to the Committee, in duplicate, consisting of the following: Location map showing the location of the lot within the development; existing and proposed site plans with 1-foot maximum contours showing all existing trees larger than six inches (6") in diameter measured thirty inches (30") above the ground, proposed landscape and building improvements including septic tank and drainfield, building restriction lines and construction staging and parking area; foundation, floor, and roof plans, elevations of all exterior walls indicating all materials and colors and with at least one elevation rendered as such; and the Architectural Review Checklist and Reviews Form (Exhibit E-1) and Information Form (Exhibit E-2). Prior to making the submittal, the owner or his representative, shall stake out the proposed improvements on the lot.

At least thirty (30) days prior to the proposed commencement and after the Committee's review and approval of the schematic submission, a construction document submission shall be made, such submission shall comply with all of the schematic submission requirements, shall show the proposed improvements in greater detail, and shall additionally include building sections, construction details, specifications, material samples, and the Construction Application Agreement (Exhibit E-3).

Only complete submittals will be considered for approval. 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 thirty (30) days after complete plans and specifications have been submitted to it, approval will not be required, provided further that related covenants shall be deemed to have been fully complied with.

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ARTICLE VII

ARCHITECTURAL AND LANDSCAPE COVENANTS AND RESTRICTIONS

Section 1. Land Use and Lot Size. The lots in Rosehill are for single-family residential purposes only, and only such homes, with at least 2,000 square feet of living area, unless otherwise approved by the Architectural Review Committee, together with customary outbuildings, swimming pool, garage or carport, can be built thereupon. No lot shall be smaller than 65,000 square feet. No lot shall be subdivided or its boundary lines changed, except by the Declarant, who hereby expressly reserves unto itself, its successors or assigns, the right to replat any one (1) or more sites shown on the plat of any said subdivision in order to create a modified building site or sites; and to take such other steps as are reasonably necessary to make such replatted site stable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and right-of-ways to conform to the new boundaries of said replatted sites. The covenants and restrictions specified herein shall apply to each such modified building site or sites so created, and each such site shall be governed by the provisions of the Declaration of Covenants and Restrictions.

Section 2. Code Compliance and Completion. All improvements shall be in compliance with all applicable building and land use codes and be as permitted by governing agencies. When the construction of any improvement is once begun, work thereon shall be prosecuted diligently until the full completion thereof.

Section 3. Building Location. No building shall be located on any site nearer to the front property line, rear property line, side street line, or easement line than the minimum building setback lines specified on any plat or site plan. In any event, except as specifically permitted by the Architectural Review Committee, no building shall be located on any site nearer than ninety (90) feet to a road right-of-way property line, eighty-five (85) feet to the rear property line, 100 feet to any lake lot property line adjacent to Lake Elizabeth, or thirty-five (35) feet to a side property line non-adjacent to a road right-of-way.

For the purposes of this covenant, eaves and steps shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to be located within thirty (30) feet of another site.

No driveway shall be located nearer than five (5) feet to any interior easement or property line.

Except as otherwise provided herein, no fence of any kind shall be placed or constructed except within the building location area as provided above. All fences shall be fully landscaped and their designs shall be approved by the Committee as indicated herein.

Section 4. Tree Removal or Damage. The owner shall attempt, at all times, during the course of ownership of a site in Rosehill (including any building construction period), to protect against direct or indirect damage to all vegetation and land features not specifically shown to be so affected in Committee approved construction documents. No trees shall be removed without the prior written approval of the Committee.

The Association shall levy the following fines for removal of or damage to trees, and such fines shall be assessed against the owner directly or indirectly responsible for such

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<u>Tree Type</u>	<u>Tree Size (Measured 30" above existing grade)</u>	<u>Fine</u>
Pines	4" - 6"	\$ 250
Pines	6" - 12"	500
Pines	12" - 24"	1500
Pines	24" & above	3000
Hardwoods	4" - 6"	1000
Hardwoods	6" - 12"	1500
Hardwoods	12" - 24"	3000
Hardwoods	24" - 36"	4000
Hardwoods	36" & above	5000
Flowering Trees	4" - 6"	500
Flowering Trees	6" - 8"	1000
Flowering Trees	8" & above or multi-trunks with minimum diameter 3"	2000

The Association shall levy such fines for any trees removed or damaged without the prior written approval of the Committee unless such damage is caused as a result of the approved construction of improvements to the site in which case the Association may have the option not to impose such fines based on the circumstances involved in such damage.

No vegetation may be removed or damaged if located from within fifty (50) feet of Meridian or Oxbottom Roads, and no land or landscape alterations of any kind may be made to lands within forty (40) feet of a lake lot property line adjacent to Lake Elizabeth except by the Association or as specifically permitted by the Architectural Review Committee.

Section 5. Off-Street Parking. Each site owner shall provide adequate designated space and facilities for parking at least six (6) automobiles off the street and within the boundaries of the building location area. "Adequate space" shall be defined as having minimum dimensions of nine (9) feet in width and twenty (20) feet in depth.

Section 6. Driveway and Walkway Construction. All driveways shall be constructed of concrete, "hot mix" asphalt, or other non-erosive substances, as and if approved by the Committee, and shall have a minimum width of eight (8) feet. Where roadway construction is required to be broken for driveway entrances, it shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the Committee. All driveways must be constructed in a manner that will not alter the requirements of the drainage system of the development, nor cause erosion of the soils of any lot or common properties, except at the owner's expense and with the approval of the Committee.

Section 7. Garages and Carports. Garages and entrances shall face a property line that is not a road right-of-way including those to be located on a corner lot. (Utility space shall be screened on all sides which are visible from the street.)

Section 8. Sewage Disposal. Individual sewage disposal systems shall be designed, located, constructed, used and maintained in accordance with the requirements, standards, and recommendations of the Leon County Public Health Department, Division of Environmental Health.

Section 9. Water Supply. No individual water supply system of any type shall be permitted on any site.

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electricity, telephone and television, shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority. Exterior radio and television antenna installations must be approved in writing by the Committee. If approved all TV satellite dishes must be screened from the street and other lots and shall be located wholly within the building setback lines. When cable TV service is made available to the subdivision, all private TV systems, including satellite dishes, shall be removed within ninety (90) days at the owner's expense.

Section 11. Lighting. No high intensity discharge lamp or other security light may be erected or maintained within fifty (50) feet of the roadway or within thirty (30) feet of any other lot line, and no light source may be directly visible from outside a lot line.

Section 12. Location of Mechanical Devices. All exterior heating and/or air conditioning compressors or other machinery or electronic devices shall be located within the building set-back lines so as not be visible from the street and in such a manner acceptable to the Committee.

Section 13. Delivery Boxes. The design and location of any mail or paper box or other receptacle for use in the delivery of mail or newspapers or magazines or similar material must be as provided by the Committee. If and when the United States mail service or the newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Committee, shall replace the streetside boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 14. Existing Structures. All "outbuildings," tenant houses, barns and fences may be removed by Declarant. However, any such structure remaining at the time a lot is sold to a buyer, shall be removed or "improved" with approval of Architectural Review Committee. Specifically, the existing guest house and existing structures on Lot 40 may be "improved" and a main or primary residence may be built on Lot 40 in addition to the guest house.

ARTICLE VIII

USE AND ACTIVITY COVENANTS AND RESTRICTIONS

Section 1. Alteration of Association Owned Lands. No alteration of any kind on any land owned by the Association, including, but not limited to, the removal of vegetation of any type, the disturbance of the ground or the burning of materials shall be permitted except as approved by the Board after recommendation of the Committee. No building or other structure may be located in any common area other than the specific common areas designated as "special common areas" on the recorded plat for such improvements.

Section 2. Use of Common Properties. Non-roadway common properties for the exclusive use of members of the Association, their immediate families, household guests, occupants and accompanied guests. Within these areas, no structure or other material shall be placed or permitted to remain which may change the direction, obstruct or retard the flow of water through drainage channels. No manner of trash or unsightly or offensive material may be situated within twenty-five (25) feet of or on any common property, except by the Declarant and as is

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extending the rights of enjoyment or use of the common properties to non-members in violation of these covenants.

Section 3. Boat Use. Use of the lake is restricted to lot owners, their immediate family, and accompanied guests only, (no unaccompanied guest may use the lake with or without the permission of a lot owner) all others shall be considered trespassers and appropriate action taken by the Board to have such persons removed from the premises. The Board shall issue one (1) boat decal per lot and only boats with official decals shall be allowed use of the lake. All boats intended for use on the lake shall be no more than fifteen (15) feet in length and four (4) feet in width; without motors except for electric ones smaller than 1/2 horsepower; and shall be licensed by the Board and designated by reflective decals approximately 3-inches high comprised of a unique 4-character sequence to be affixed on both sides of the bow of the boat. Should the Board determine that it is in the interests of conserving the natural resources of the common properties or of maintaining or enhancing the aesthetic value of the property, then boating rights may be further restricted. Boats shall be maintained and operated at all times in a safe manner according to the safety rules established by the U.S. Coast Guard. In an effort to minimize the adverse aesthetic and ecological impacts of boat launching and storage, all members shall have specific locations at which to launch and store their boats at a facility provided for such purposes, except that owners of lake lots may launch and store their boats directly from and on their respective properties.

Section 4. Overnight Storage. Except as specifically permitted by the Board by way of its promulgated rules and provided for at designated storage or dock facilities (see Exhibit "B"), nothing of any kind, including, but not limited to, boats, recreational equipment, and trash, may be stored or left overnight within a lakefront or pondfront common property or within forty (40) feet of such property.

Section 5. Migratory Waterfowl. The use of boats shall not be allowed within such seasonal time periods as may be reasonably declared by the Board for the purposes of maintaining migratory waterfowl on the property. Notice of these restricted periods shall be given to the members by the Board in an appropriate manner.

Section 6. Swimming. No swimming shall be permitted in any streams, lakes or ponds. Neither the Declarant nor the Rosehill Homeowners' Association, Inc. assumes any responsibility for any personal injury or property damage resulting from use of the water in the streams, lakes, or ponds.

Section 7. Off-Road Vehicle Use. No motorized vehicle of any type shall be used or located off a road, driveway or parking area. No unlicensed motor vehicles of any kind, including but not limited to dirt bikes, 3 or 4 wheel all terrain vehicles and go-carts or similar vehicles, may be used on or off the road anywhere in Rosehill.

Section 8. Firearms. No hunting, trapping (except fishing) or shooting of any kind including, but not limited to, guns, rifles, shotguns, pellet guns, BB guns, slingshots, bow and arrows, etc. shall be allowed anywhere on the property.

Section 9. Fishing. Applicable county and state regulations regarding fishing methods and limits applicable to public lakes must be observed as if in full force and effect.

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recreational vehicle may be parked or stored on any street or on any lot except upon a location within the building set-back lines.

Section 11. Temporary Structures. No trailer, recreational vehicle, tent, or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

Section 12. Permitted Pets. Pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are not allowed to wander or roam freely about the neighborhood, or create or become a nuisance to any lot owner. No livestock or poultry of any kind shall be raised, bred or kept on any site, except that any single parcel containing three (3) or more acres may have one (1) horse for each three (3) acres in such parcel, provided they are not kept, bred or maintained for any commercial purpose. Any permitted pet must be leashed or under the direct control of its owner when it is on any property other than upon its owner's lot or as a guest on another's lot.

Section 13. Signs. No sign or billboard of any kind (for sale, rental, open house, garage sale, etc.) shall be displayed to the public view on any portion of the property except that one sign of customary and reasonable dimension, specifically approved by the Committee, may be located on the owner's lot. Signs used by Declarant or the Association, its business successors or assigns to advertise are permitted.

Section 14. Garbage Disposal. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon, except for vegetative matter used for composting which must be stored within the building set-back lines. All trash, garbage and other waste shall be kept in sanitary containers which shall not be visible from the street.

Section 15. Fireworks and Burning. No fireworks or burning of any kind shall be allowed except by the Board in the performance of its duties and as properly permitted for the disposal of debris. No burning of any kind shall be allowed unless a burning permit has been obtained by the owner from the appropriate governmental agency.

Section 16. Exterior Maintenance of Houses and Other Areas. Each homeowner shall maintain the exterior of his house, as well as all landscaping visible from the street.

Section 17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

Section 18. Nuisances. No noxious or offensive activities shall be carried on in, upon or around any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to any of the members which shall in any way interfere with the quiet enjoyment of any of the property or which shall in any way increase the rate of insurance for the property.

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"DECLARANT"

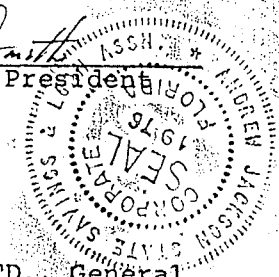
ROSEHILL PARTNERSHIP, a Florida general partnership

BY: ANDREW JACKSON STATE SAVINGS AND LOAN ASSOCIATION, General Partner

[Handwritten signature]

[Handwritten signature]

BY: *[Handwritten signature]*
ROGER C. SMITH, President



AND

BY: THE FOX GROUP, LTD., General Partner

[Handwritten signature]

[Handwritten signature]

BY: *[Handwritten signature]*
R. BROOKE FOX, General Partner

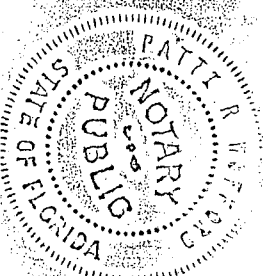
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of September, 1987, by Roger C. Smith as President of Andrew Jackson State Savings and Loan Association, a Florida corporation, as General Partner of Rosehill Partnership, a Florida general partnership, on behalf of the corporation.

[Handwritten signature]

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 16, 1988
BONDED THRU GENERAL INS. UMO.



STATE OF LOUISIANA
~~STATE OF~~ ~~PARISH~~ OF ORLEANS

The foregoing instrument was acknowledged before me this 15th day of September, 1987, by R. Brooke Fox as General Partner of The Fox Group, Ltd., a Florida limited partnership, as General Partner of Rosehill Partnership, a Florida general partnership, on behalf of The Fox Group, Ltd.

[Handwritten signature]

NOTARY PUBLIC
My Commission Expires: