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WILSON GREEN DEVELOPMENT
DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 11th day of September, 1996, by WILSON GREEN DEVELOPMENT CORPORATION, hereinafter referred to as Landowner,

W I T N E S S E T H:

WHEREAS, Landowner is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with streets, drainage facilities, and other common facilities for the benefit of the said community and,

WHEREAS, Landowner desires to provide for the preservation of the values and amenities in said community and for the maintenance of the common facilities, buildings, structures and personal property incident thereto, and, to this end, desires to subject the real property in Article I 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;

NOW, THEREFORE, the Landowner declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Property Subject to this Declaration

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, and is more particularly described as Blocks A, B and C of the plat recorded in Plat Book 11, Page 93 of the Public Records of Leon County, Florida.

Section 2. Annexation.

A. Additional real property and common properties may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

B. Notwithstanding the foregoing, additional land within the area described in the legal description attached hereto as Exhibit "A" and made a part hereof, may be annexed by the landowner without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE II
Definitions

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

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(a) "Association" shall mean and refer to the Wilson Green Homeowner Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of the Wilson Green Homeowner's Association, Inc.

(c) "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, carports, canopies, enclosed malls, porches, walls and fences.

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

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

(f) "Multifamily Structure" shall mean and refer to any building containing two Living Units under one roof. A multifamily structure shall be constructed on a minimum of two lots.

(g) "Single Family Structure" shall mean and refer to any building containing one Living Unit under one roof.

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

(i) "Plat" shall mean the plat of Phase I of Wilson Green Subdivision recorded in Plat Book 13, Page 93 of the Public Records of Leon County, Florida.

(j) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. Prior to improvement to the site, "site" shall mean lots in Blocks A, B and C described in the plat recorded in Plat Book 11, Page 93 of the Public Records of Leon County, Florida. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property, whether it is a complete site or part of a multifamily site.

(k) "The Properties" shall mean and refer to all such existing properties described in Article I, Section 1 hereinabove.

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

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

(n) "Homeowner" shall mean the owner of a single unit within a multifamily structure.

ARTICLE III
General Provisions

Section 1. Duration. The covenants and restrictions

of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds 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 one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the covenants and restrictions shall be by an appropriate civil proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE IV

Amendment of Declaration of Covenants and Restrictions

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

ARTICLE V

Additional Covenants and Restrictions

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

ARTICLE VI

LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed or

permitted to remain on any site other than one detached single-family dwelling. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures must be completed in accordance with plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Sites shown as all of Block A and Block B, plus lots 1 through 8 of Block C of the plat shall be used for multi-family structures, and each multi-family structure must be constructed on a minimum of two lots. Sites shown on the plat as lots 9 through 29 of Block C are limited to single-family dwellings. A lot may not be subdivided into a smaller lot than shown on the recorded plat of Wilson Green Subdivision. Two or more lots may be added together and considered as one lot for building purposes only. A single family structure may be built on two multi-family sites.

ARTICLE VII
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction.

No mobile homes shall be allowed at any time within the subdivision.

ARTICLE VIII
Architectural Control

Construction: No improvement, as defined herein, shall be commenced 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, size, height, materials and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land.

The Architectural Control Committee shall have the authority to require that any building be constructed to comply with or exceed the energy conservation standards of the Council of American Building Officials 1992 Model Energy Code.

ARTICLE IX
Architectural Control Committee

Membership. The initial Architectural Control Committee is composed of three members to be appointed by the Developer. After seventy-five (75%) percent of the sites have been sold by the Developer, all the members of said Committee shall be appointed by the Board of Association. 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.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the

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completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE X
DWELLING LIVING CONDITIONS, QUANTITY AND SIZE

The total square footage of heated and air conditioned space of any single family structure shall not be less than 990 square feet and shall not be less than 900 square feet for a multi-family structure. No dwelling unit shall be less than 2 bedrooms in size, nor greater than 4 bedrooms in size. No dwelling unit shall house or provide living accommodations for more than one family.

All patios must be of concrete. No asphalt patios or walkways are allowed.

ARTICLE XI
Building, Driveway and Fence Location

(a) No building shall be located on site nearer than twenty-five (25) feet from the front property line or front corner line. Setback from the rear property line shall not be less than twenty (20) feet and setback from side lines shall not be less than seven and one-half (7 1/2) feet on each side, except that the side line setback requirement for a multi-family structure shall be on the outside lines of the 2 or more lots on which it is constructed. In any event, no building shall be located on any site nearer to the front property line, or nearer to any side property line, than specified by the Committee. The front of dwelling units on corner shall face the same direction as the majority of other dwelling units on a block as determined by the architectural control committee.

(b) No driveway shall be located nearer than one (1) foot to an interior lot line except a back-up turn-around pad may abut a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front property line than the rear corner of the residence. No fence shall be located nearer than two (2) inches to an interior lot line and shall not exceed six (6) feet in height. Where such exists, no additional side connecting fence shall exceed six (6) feet in height. Common fences may be utilized by agreement of affected owners. All fences must be either chain link or stockade style and no fence may have barbed wire on it. Any fence constructed shall comply with all local ordinances and codes.

(d) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XII
GARAGES

Each Living Unit, except a multi-family structure, may

have a functional garage attached to the residence, providing however, no garage shall provide space for more than two (2) cars. Garages facing the street shall have panelled or plain doors. No carports shall be allowed.

ARTICLE XIII
DRIVEWAY, PATIOS AND WALKWAY CONSTRUCTION

All driveways, patios and walkways shall be constructed of concrete, riverrock or brick that is approved by the Architectural Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion. Asphalt driveways are prohibited. All driveways shall be sloped and rounded so that all water shall drain into the yard of the property owner and not into adjoining property owners yards.

ARTICLE XIV
Radio and Television Antennas and Clotheslines

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 Control Committee. No clothesline shall be allowed except rectangular or octagon shapes and located in the back of the property.

ARTICLE XV
Utility Connections

All house connections for all utilities including, but not limited to, water, 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.

ARTICLE XVI
Water Supply and Sewage Disposal

No individual water supply systems of any type shall be permitted on any Lot as City water is available. Individual septic tanks are prohibited on any Lot as City Sewer is available.

ARTICLE XVII
GARBAGE AND REFUSE DISPOSAL

No site, including adjacent right-of-way area, 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 the property and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Any owner violating this provision shall, when requested by any neighbor, residents of the subdivision, the Developer, Homeowner's Association Management Firm or appropriate government entity, remove such trash, garbage or other waste within 48 hours of such request (whether verbal or in writing). If the owner fails to do so, the Homeowner's Association shall have the right to proceed in any action in accordance with Article XXXVII of these covenants.

ARTICLE XVIII
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in the front or any side of a building.
All venting of bathrooms and the kitchen shall be in the rear of the residence.

ARTICLE XIX
SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent, unless commercial or multi-family property with approval by Developer.

ARTICLE XX
SIGHT DISTANCE AT INTERSECTIONS

No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection.

ARTICLE XXI
EASEMENTS

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

ARTICLE XXII
LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood. All dogs, cats or other household pets shall be kept in sanitary surroundings and no owner shall allow a property, fenced to contain such pet to become a nuisance, become a nuisance to any neighbor, at any time, by allowing unsanitary conditions to create abusive odors or unsanitary and harmful health conditions. No site shall have more than three household pets at any one time. No reptiles of any kind shall be kept as pets at any time. No Pitbull, Rotweiler dogs, or other dogs of a vicious nature, shall be allowed on the properties whether fenced or not fenced.

ARTICLE XXIII
Accessory Structures

Storage buildings that may include a tool room or workshop may be constructed with the Architectural Control Committee's approval. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control Committee approval before construction commences.

ARTICLE XXIV
Business Use Prohibited

No business or occupation of any type shall be conducted on or from any site. However, a sales office may be maintained on a site for the purpose of promoting the sale of sites within the properties. This right shall terminate thirty-six (36) months after the date of these restrictive covenants, or from the date of the last annexation of property under this Declaration of Covenants and Restrictions, whichever shall occur later.

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ARTICLE XXV
Car Repairs

No vehicles may be placed on blocks for the purposes of restoring or repairing said vehicles except personally owned vehicles inside of enclosed garage.

ARTICLE XXVI
Decks

No wooden deck additions shall be allowed on the property without Architectural Control Committee's written permission.

ARTICLE XXVII
Mailboxes

No mailbox 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 in writing by the Architectural Control Committee. No temporary boxes or receptacles shall be allowed.

ARTICLE XXVIII
Motorized Vehicles

All motorized vehicles operating within the subdivision area must be properly muffled and considered "street legal" so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go carts" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within the subdivision. This does not apply to vehicles used by the U.S. Post Office department or by law enforcement agencies.

ARTICLE XXIX
Parking

No parking on property lawns, sidewalks, curbs and gutters, streets or in common areas is allowed at any time. Parking on streets is allowed for special occasions (parties, get togethers, etc.) providing it does not impair traffic or create nuisances. No site shall have more than three (3) vehicles at any one time.

Boats, trailers, campers, or other recreational vehicles shall be parked or stored within the garage or placed behind the residence if there is no garage located on the lot; however, in no event shall the vehicles be visible from the street which runs in front of the property. Vehicles used for commercial purposes shall not be parked or stored on any site or streets.

ARTICLE XXX
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.

ARTICLE XXXI
NUISANCES

No noxious or offensive activity shall be carried on

upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. The Association shall have the authority to prescribe certain rules and regulations regarding the volume of music and the hours which the noise emanating from the site shall not exceed a certain level.

ARTICLE XXXII
LIMITATION OF INDIVIDUALS RESIDING ON A SITE

No site shall have more than six (6) individuals residing in a site at any time.

ARTICLE XXXIII
RENTAL PROHIBITION

Rental of a site shall be prohibited except that the Landowner shall be allowed to rent one site within the properties.

ARTICLE XXXIV
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

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

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one vote for each residential living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three votes for each site in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 2005.

ARTICLE XXXV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right

and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every site.

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

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

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

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

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

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

(e) The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the plat of Wilson Green Subdivision, attached as the plat, as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to Wilson Green Homeowners Association, Inc., for the common enjoyment of all the residents in Wilson Green Subdivision.

ARTICLE XXXVI
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

Section 3. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty (\$420.00) Dollars per lot. The assessment shall be paid monthly.

(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 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 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 may fix the annual assessment at an amount not in excess of the maximum.

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

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

Section 5. Change in Basis and Maximum Amount of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the

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votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Date of Commence of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds issued. Assessments for multi-family structures or units will not commence until construction of the structures is complete.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day owner takes title to the property. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

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

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

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

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

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien, Remedies of

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of action.

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

Sale or transfer of any site or lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such site or lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

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

ARTICLE XXXVII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, in the event an Owner of any site in the Properties shall fail to maintain the premises and the improvements located thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to provide maintenance upon every improved site which is subject to assessment under Article XXXVI hereof. Such maintenance may include paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

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

ARTICLE XXXVIII
PARTY WALLS

Section 1. General Rule of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties which is part of another dwelling unit, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XXXIX
CREATION OF EASEMENTS

Specific utility easements for each site will be granted by each Homeowner to one another, their heirs, grantees, successors and assigns of each of them over, across, under and through the real property and multi-family structures for utility services in order to properly and adequately serve all areas of real property; provided, however, that such easements through any multi-family structure shall be only according to the plans and specifications or as the multi-family structures are actually constructed unless approved in writing by all Homeowners of the multi-family structure.

(a) The term "utilities" as used herein shall be given a broad meaning and shall include, but not be limited to, an easement for the installation, repair and maintenance of electric,

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telephone, water, cable television, sanitary sewer lines and facilities, and drainage facilities.

(b) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the real property, which connections or lines or any portions thereof lie in or upon multi-family structures owned by other than the owner of the multi-family structure served by said lines or connections, the Owner of any multi-family structure served by said connection will be granted a specific easement to enter upon such multi-family structure to have the utility companies enter upon the multi-family structure on the real property in or upon which said connection or lines or any portions thereof shall be or are located to repair, replace or generally maintain said connections or lines as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the real property, which connection or lines serve more than one (1) unit of a multi-family structure, the Homeowner of each such unit served by said connection or lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as service his unit and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the real property, which connections or lines serve but one (1) unit, the Homeowner of such multi-family structure served by said connection or lines shall be entitled to the full use and enjoyment of said connection or lines as service his unit and said Homeowner shall be individually responsible for the maintenance and repair of any individually used connections or lines aforementioned, and be solely responsible for any damages to the other units of said multi-family structure which may arise out of the maintenance and repair of said individually used connections or lines aforementioned.

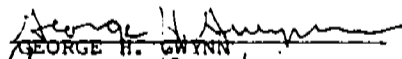
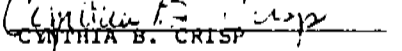
(c) In addition to the foregoing, each Homeowner, their heirs, grantees, successors and assigns, will be granted a specific easement for ingress and egress for sewer, water, electricity, telephone, cable television, and similar facilities, over, across, under, in and to all areas for furnishings of such benefits and services to the real property owned by each Homeowner. Said easement shall also include the right to use such roadways and pathways as are located on the real property.

ARTICLE XXXX
FHA/VA APPROVAL

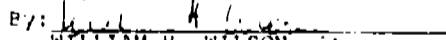
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, the Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, said Landowner has caused this instrument to be signed and sealed this 11th day of September, 1996.

Signed, sealed and delivered
in the presence of:


GEORGE H. GWYNN

CYNTHIA B. CRISP

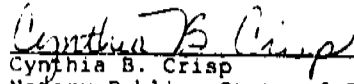
WILSON GREEN DEVELOPMENT
CORPORATION

By: 
WILLIAM H. WILSON, III
President

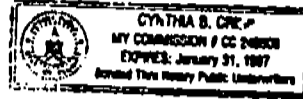
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STATE OF FLORIDA
COUNTY OF LEON:

The foregoing document was acknowledged before me this 11th day of September, 1996 by WILLIAM H. WILSON, as President of WILSON GREEN DEVELOPMENT CORPORATION, on its behalf and who is personally known to me.


Cynthia B. Crisp
Notary Public, State of Florida
at Large.

My Commission Expires:



MULTIPLE LUMBER UP
 THE SOUTHWEST QUARTER
 OF THE SOUTHWEST QUARTER
 OF SECTION 13, T-1-S, R-1-W

6" CHARLUM FENCE

OR 1945 PG 1997

LEGAL DESCRIPTION (Product of Survey)

BEGIN at a concrete monument marking the southwest corner of the northwest quarter of Section 13, Township 1 South, Range 1 West, Leon County, Florida and proceed South 00 degrees 43 minutes 40 seconds East 1,321.42 feet to a concrete monument marking the northwest corner of the southwest quarter of the southwest quarter of said section 13, thence South 89 degrees 13 minutes 37 seconds East 1,323.82 feet to a concrete monument (No. 1254) marking the northeast corner of the southwest quarter of the southwest quarter of said Section 13, thence South 00 degrees 15 minutes 35 seconds West 1,339.24 feet to a terracotta monument marking the southeast corner of the southwest quarter of the southwest quarter of said Section 13, thence South 89 degrees 35 minutes 47 seconds East 1,328.08 feet to a terracotta monument marking the southeast corner of the southwest quarter of said Section 13, thence North 00 degrees 17 minutes 15 second West 339.21 feet to a concrete monument (No. 1254), thence North 00 degrees 15 minutes 12 seconds East 991.44 feet to a terracotta monument marking the northwest corner of the southwest quarter of the southeast quarter of said section 13, thence East 686.39 feet to a terracotta monument on the westerly right-of-way line of Crawfordville Road (State Road No. 61), thence along said right-of-way line North 23 degrees 24 minutes 34 seconds East 495.62 feet to a concrete monument, thence leaving said right-of-way South 88 degrees 51 minutes 48 seconds West 394.13 feet to an iron rod (No. 4016), thence North 01 degrees 09 minutes 21 seconds West 238.70 feet to an iron rod (No. 4016), thence South 88 degrees 47 minutes 55 seconds West 1,460.16 feet to a concrete monument marking the Southwest corner of Four Points Addition Unit 2, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 110, Public Records of Leon County, Florida, thence North 01 degrees 12 minutes 32 seconds West 699.98 feet to a terracotta monument marking the Northwest corner of Four Points Addition Unit 1, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 54, Public Records of Leon County, Florida, thence South 88 degrees 47 minutes 37 seconds West 330.41 feet to a concrete monument (No. 1072), thence North 85 degrees 28 minutes 44 seconds West 99.01 feet to a concrete monument (no number), thence North 89 degrees 56 minutes 04 seconds West 1,245.94 feet to the POINT OF BEGINNING; Containing 117.28 acres, more or less.

Less and except all of the property shown on the State Road Department Right-of-Way Map, Section 55502-2601 dated 11-5-62, containing 2.54 acres, more or less.

Also less and except the property described in Deed Book 121, Page 303 for a 100 feet City of Tallahassee Electric Transmission Line Right of Way, dated 3-24-50, containing 2.92 acres, more or less.

Total Property Area = 111.82 acres.

WILSON GREEN DEVELOPMENT
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON:

KNOW ALL MEN BY THESE PRESENTS, that this Amended Declaration of Covenants and Restrictions, made and entered into on this 20th day of February, 1997, by WILSON GREEN DEVELOPMENT CORPORATION, hereinafter referred to as Landowner, and is joined in this amended Declaration of Covenants and Restrictions by Capital City Bank, City of Tallahassee, Century Development, Inc. and Turner Heritage Homes, Inc.

W I T N E S S E T H:

WHEREAS, Landowner recorded a Declaration of Covenants and Restrictions on September 26, 1996 in Official Record Book 1945, Page 1981 of the Public Records of Leon County, Florida; and,

WHEREAS, Landowner now desires to replace said Declaration of Covenants and Restrictions in total in order to amend Article X to reduce the minimum square footage allowed under the covenants and restrictions; and,

WHEREAS, Landowner is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with streets, drainage facilities, and other common facilities for the benefit of the said community; and,

WHEREAS, Landowner desires to provide for the preservation of the values and amenities in said community and for the maintenance of the common facilities, buildings, structures and personal property incident thereto, and, to this end, desires to subject the real property in Article I 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

NOW, THEREFORE, the Landowner declares that this Amended Declaration of Covenants and Restrictions shall replace in total the Declaration of Covenants and Restrictions previously recorded as referenced hereinabove and Landowner further declares that the real property described in Article I, and such additions thereto as may hereafter be made pursuant to Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Property Subject to this Declaration

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Leon County, and is more particularly described as Blocks A, B and C of the plat recorded in Plat Book 11, Page 93 of the Public Records of Leon County, Florida.

Section 2. Annexation.

A. Additional real property and common properties may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

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B. Notwithstanding the foregoing, additional land within the area described in the legal description attached hereto as Exhibit "A" and made a part hereof, may be annexed by the landowner without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE II
Definitions

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

(a) "Association" shall mean and refer to the Wilson Green Homeowner's Association, Inc.

(b) "Board" shall mean and refer to the Board of Directors of the Wilson Green Homeowner's Association, Inc.

(c) "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, carports, canopies, enclosed malls, porches, walls and fences.

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

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

(f) "Multifamily Structure" shall mean and refer to any building containing two Living Units under one roof. A multifamily structure shall be constructed on a minimum of two lots.

(g) "Single Family Structure" shall mean and refer to any building containing one Living Unit under one roof.

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

(i) "Plat" shall mean the plat of Phase I of Wilson Green Subdivision recorded in Plat Book 13, Page 93 of the Public Records of Leon County, Florida.

(j) "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. Prior to improvement to the site, "site" shall mean lots in Blocks A, B and C described in the plat recorded in Plat Book 11, Page 93 of the Public Records of Leon County, Florida. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property, whether it is a complete site or part of a multifamily site.

(k) "The Properties" shall mean and refer to all such existing properties described in Article I, Section 1 hereinabove.

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

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

(n) "Homeowner" shall mean the owner of a single unit within a multifamily structure.

ARTICLE III General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds 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 one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of the covenants and restrictions shall be by an appropriate civil proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE IV Amendment of Declaration of Covenants and Restrictions

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

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(75%) percent of the property described in the plat, the Developer may amend, alter, modify or delete any portion of these covenants and restrictions.

ARTICLE V
Additional Covenants and Restrictions

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

ARTICLE VI
LAND USE AND BUILDING TYPE

No site shall be used except for residential and recreational purposes. Except in areas zoned for multi-family use, no building of any type shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwelling. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and attached structures must be completed in accordance with plans and specifications upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Sites shown as all of Block A and Block B, plus lots 1 through 8 of Block C of the plat shall be used for multi-family structures, and each multi-family structure must be constructed on a minimum of two lots. Sites shown on the plat as lots 9 through 29 of Block C are limited to single-family dwellings. A lot may not be subdivided into a smaller lot than shown on the recorded plat of Wilson Green Subdivision. Two or more lots may be added together and considered as one lot for building purposes only. A single family structure may be built on two multi-family sites.

ARTICLE VII
TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding of any type shall be located on any site at any time, except during approved construction.

No mobile homes shall be allowed at any time within the subdivision.

ARTICLE VIII
Architectural Control

Construction: No improvement, as defined herein, shall be commenced 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, size, height, materials and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by an architectural control committee. The Architectural Control Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and site grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land.

The Architectural Control Committee shall have the authority to require that any building be constructed to comply with or exceed the energy conservation standards of the Council of American Building Officials 1992 Model Energy Code.

ARTICLE IX
Architectural Control Committee

Membership. The initial Architectural Control Committee is composed of three members to be appointed by the Developer. After seventy-five (75%) percent of the sites have been sold by the Developer, all the members of said Committee shall be appointed by the Board of Association. 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.

Procedure. The Committee's approval, disapproval, or waiver as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. At least ten (10) days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to Committee for approval a description of materials and such samples of building materials proposed to be used as the Architectural Control Committee shall specify and require.

ARTICLE X
DWELLING LIVING CONDITIONS, QUANTITY AND SIZE

The total square footage of heated and air conditioned space of any single family structure shall not be less than 850 square feet and shall not be less than 800 square feet for a multi-family structure. No dwelling unit shall be less than 2 bedrooms in size, nor greater than 4 bedrooms in size. No dwelling unit shall house or provide living accommodations for more than one family.

All patios must be of concrete. No asphalt patios or walkways are allowed.

ARTICLE XI
Building, Driveway and Fence Location

(a) No building shall be located on site nearer than twenty-five (25) feet from the front property line or front corner line. Setback from the rear property line shall not be less than twenty (20) feet and setback from side lines shall not be less than seven and one-half (7 1/2) feet on each side, except that the side line setback requirement for a multi-family structure shall be on the outside lines of the 2 or more lots on which it is constructed. In any event, no building shall be located on any site nearer to the front property line, or nearer to any side property line, than specified by the Committee. The front of dwelling units on corner shall face the same direction as the majority of other dwelling units on a block as determined by the architectural control committee.

(b) No driveway shall be located nearer than one (1) foot to an interior lot line except a back-up turn-around pad may abut a property line.

(c) Except as otherwise provided herein, no fence of any kind shall be placed or constructed nearer to the front

property line than the rear corner of the residence. No fence shall be located nearer than two (2) inches to an interior lot line and shall not exceed six (6) feet in height. Where such exists, no additional side connecting fence shall exceed six (6) feet in height. Common fences may be utilized by agreement of affected owners. All fences must be either chain link or stockade style and no fence may have barbed wire on it. Any fence constructed shall comply with all local ordinances and codes.

(d) For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

ARTICLE XII
GARAGES

Each Living Unit, except a multi-family structure, may have a functional garage attached to the residence, providing however, no garage shall provide space for more than two (2) cars. Garages facing the street shall have panelled or plain doors. No carports shall be allowed.

ARTICLE XIII
DRIVEWAY, PATIOS AND WALKWAY CONSTRUCTION

All driveways, patios and walkways shall be constructed of concrete, riverrock or brick that is approved by the Architectural Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion. Asphalt driveways are prohibited. All driveways shall be sloped and rounded so that all water shall drain into the yard of the property owner and not into adjoining property owners yards.

ARTICLE XIV
Radio and Television Antennas and Clotheslines

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 Control Committee. No clothesline shall be allowed except rectangular or octagon shape and located in the back of the property.

ARTICLE XV
Utility Connections

All house connections for all utilities including, but not limited to, water, 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.

ARTICLE XVI
Water Supply and Sewage Disposal

No individual water supply systems of any type shall be permitted on any Lot as City water is available. Individual septic tanks are prohibited on any Lot as City Sewer is available.

ARTICLE XVII
GARBAGE AND REFUSE DISPOSAL

No site, including adjacent right-of-way area, 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 the property or

shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Any owner violating this provision shall, when requested by any neighbor, residents of the subdivision, the Developer, Homeowner's Association Management Firm or appropriate government entity, remove such trash, garbage or other waste within 48 hours of such request (whether verbal or in writing). If the owner fails to do so, the Homeowner's Association shall have the right to proceed in any action in accordance with Article XXXVII of these covenants.

ARTICLE XVIII
WINDOW AIR-CONDITIONING UNITS

No window air-conditioning units shall be installed in the front or any side of a building.

All venting of bathrooms and the kitchen shall be in the rear of the residence.

ARTICLE XIX
SIGNS

No sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent, unless commercial or multi-family property with approval by Developer.

ARTICLE XX
SIGHT DISTANCE AT INTERSECTIONS

No shrubbery which will obstruct the view of motorists shall be planted closer than 20 feet to a street intersection.

ARTICLE XXI
EASEMENTS

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

ARTICLE XXII
LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and, further, provided they are not allowed to wander or roam freely about the neighborhood. All dogs, cats or other household pets shall be kept in sanitary surroundings and no owner shall allow a property, fenced to contain such pet to become a nuisance, become a nuisance to any neighbor, at any time, by allowing unsanitary conditions to create abusive odors or unsanitary and harmful health conditions. No site shall have more than three household pets at any one time. No reptiles of any kind shall be kept as pets at any time. No Pitbull, Rotweiler dogs, or other dogs of a vicious nature, shall be allowed on the properties whether fenced or not fenced.

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ARTICLE XXIII
Accessory Structures

Storage buildings that may include a tool room or workshop may be constructed with the Architectural Control Committee's approval. Any accessory building not constructed at the same time as the main structure must have prior Architectural Control Committee approval before construction commences.

ARTICLE XXIV
Business Use Prohibited

No business or occupation of any type shall be conducted on or from any site. However, a sales office may be maintained on a site for the purpose of promoting the sale of sites within the properties. This right shall terminate thirty-six (36) months after the date of these restrictive covenants, or from the date of the last annexation of property under this Declaration of Covenants and Restrictions, whichever shall occur later.

ARTICLE XXV
Car Repairs

No vehicles may be placed on blocks for the purposes of restoring or repairing said vehicles except personally owned vehicles inside of enclosed garage.

ARTICLE XXVI
Decks

No wooden deck additions shall be allowed on the property without Architectural Control Committee's written permission.

ARTICLE XXVII
Mailboxes

No mailbox 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 in writing by the Architectural Control Committee. No temporary boxes or receptacles shall be allowed.

ARTICLE XXVIII
Motorized Vehicles

All motorized vehicles operating within the subdivision area must be properly muffled and considered "street legal" so as to eliminate noise which might be offensive to others. Two and three wheel motorized vehicles as well as four wheel "go carts" or "beach buggy" type vehicles are prohibited from using streets and street right-of-ways within the subdivision. This does not apply to vehicles used by the U.S. Post Office department or by law enforcement agencies.

ARTICLE XXIX
Parking

No parking on property lawns, sidewalks, curbs and gutters, streets or in common areas is allowed at any time. Parking on streets is allowed for special occasions (parties, get togethers, etc.) providing it does not impair traffic or create nuisances. No site shall have more than three (3) vehicles at any one time.

Boats, trailers, campers, or other recreational vehicles shall be parked or stored within the garage or placed

behind the residence if there is no garage located on the lot; however, in no event shall the vehicles be visible from the street which runs in front of the property. Vehicles used for commercial purposes shall not be parked or stored on any site or streets.

ARTICLE XXX
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.

ARTICLE XXXI
NUISANCES

No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property. The Association shall have the authority to prescribe certain rules and regulations regarding the volume of music and the hours which the noise emanating from the site shall not exceed a certain level.

ARTICLE XXXII
LIMITATION OF INDIVIDUALS RESIDING ON A SITE

No site shall have more than six (6) individuals residing in a site at any time.

ARTICLE XXXIII
RENTAL PROHIBITION

Rental of a site shall be prohibited except that the Landowner shall be allowed to rent one site within the properties.

ARTICLE XXXIV
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

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

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

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each single-family site, and, in the case of a multi-family site, one vote for each residential living unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any site, all such persons shall be Members, and the vote for such site shall be exercised as

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they among themselves determine, but in no event shall more than one vote be cast with respect to any such site.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three votes for each site in which it holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 2005.

ARTICLE XXXV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

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

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

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

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

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

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

(e) The fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool or any other common property which has not been dedicated or accepted by the public and the fee title to any lot shown on the plat of Wilson Green Subdivision, attached as the plat, as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to Wilson Green Homeowners Association, Inc., for the common enjoyment of all the residents in Wilson Green Subdivision.

ARTICLE XXXVI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each site owned by him within the Properties, hereby covenants and each Owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, he deemed to covenant and agree as follows: (1) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section 3. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty (\$420.00) Dollars per lot. The assessment shall be paid monthly.

(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 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 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 may fix the annual assessment at an amount not in excess of the maximum.

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

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

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

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Date of Commence of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. No assessment shall be due until all promised improvements have been completed by the Developer and Warranty Deeds issued. Assessments for multi-family structures or units will not commence until construction of the structures is complete.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day owner takes title to the property. The assessments for any year, after the first year, shall become due and payable on the first day of April of said year.

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

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

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

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

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

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of action.

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

Sale or transfer of any site or lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such site or lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

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(c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

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

ARTICLE XXXVII
EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, in the event an Owner of any site in the Properties shall fail to maintain the premises and the improvements located thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to provide maintenance upon every improved site which is subject to assessment under Article XXXVI hereof. Such maintenance may include paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements. Such maintenance as to a vacant site may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

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

ARTICLE XXXVIII
PARTY WALLS

Section 1. General Rule of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties which is part of another dwelling unit, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this

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Article shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XXXIX
CREATION OF EASEMENTS

Specific utility easements for each site will be granted by each Homeowner to one another, their heirs, grantees, successors and assigns of each of them over, across, under and through the real property and multi-family structures for utility services in order to properly and adequately serve all areas of real property; provided, however, that such easements through any multi-family structure shall be only according to the plans and specifications or as the multi-family structures are actually constructed unless approved in writing by all Homeowners of the multi-family structure.

(a) The term "utilities" as used herein shall be given a broad meaning and shall include, but not be limited to, an easement for the installation, repair and maintenance of electric, telephone, water, cable television, sanitary sewer lines and facilities, and drainage facilities.

(b) Whenever sanitary sewer, water, electricity, cable television, telephone lines or connections are installed within the real property, which connections or lines or any portions thereof lie in or upon multi-family structures owned by other than the owner of the multi-family structure served by said lines or connections, the Owner of any multi-family structure served by said connection will be granted a specific easement to enter upon such multi-family structure to have the utility companies enter upon the multi-family structure on the real property in or upon which said connection or lines or any portions thereof shall be or are located to repair, replace or generally maintain said connections or lines as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the real property, which connection or lines serve more than one (1) unit of a multi-family structure, the Homeowner of each such unit served by said connection or lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as service his unit and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned. Whenever sanitary sewer, water, electricity, cable television or telephone lines or connections are installed within the real property, which connections or lines serve but one (1) unit, the Homeowner of such multi-family structure served by said connection or lines shall be entitled to the full use and enjoyment of said connection or lines as service his unit and said Homeowner shall be individually responsible for the maintenance and repair of any individually used connections or lines aforementioned, and be solely responsible for any damages to the other units of said multi-family structure which may arise out of the maintenance and repair of said individually used connections or lines aforementioned.

(c) In addition to the foregoing, each Homeowner, their heirs, grantees, successors and assigns, will be granted a specific easement for ingress and egress for sewer, water, electricity, telephone, cable television, and similar facilities, over, across, under, in and to all areas for furnishings of such benefits and services to the real property owned by each

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Homeowner. Said easement shall also include the right to use such roadways and pathways as are located on the real property.

ARTICLE XXXX
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, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, the Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, said Landowner has caused this instrument to be signed and sealed effective the 20th day of February, 1997.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

WILSON GREEN DEVELOPMENT CORPORATION

By: [Signature]
WILLIAM H. WILSON, its President

STATE OF FLORIDA
COUNTY OF LEON:

The foregoing document was acknowledged before me this day of February, 1997 by WILLIAM H. WILSON, as President of WILSON GREEN DEVELOPMENT CORPORATION, on its behalf and who is personally known to me.

[Signature]
Cynthia B. Crisp
Notary Public, State of Florida
at Large.

My Commission Expires:



Cynthia B. Crisp
MY COMMISSION # CCB12810 EXPIRES
January 31, 2001
BONDED THROUGH FIDELITY & SECURITY, INC.

JOINDER IN RESTRICTIVE COVENANTS

The following interested parties hereby consent and join in the Wilson Green Development Amended Declaration of Covenants and Restrictions as referenced hereinabove.

Dated this 20th day of February, 1997.

[Signature]
[Signature]
Printed Signature
[Signature]
[Signature]
Printed Signature

TURNER HERITAGE HOMES, INC.

By: [Signature]
DOUG TURNER, its President

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Melissa Batt
Melissa Batt
Printed Signature

CENTURY DEVELOPMENT, INC.
By: M Turner
or V. Street, its

S. G. ...
Printed Signature

Douglas M. Cochran
Lisa M. Cochran
Printed Signature

CAPITAL CITY BANK
By: Rick B. Turner
RICK TURNER, its Vice President

Elizabeth W. Henry
Elizabeth
Printed Signature

LEE NUNN
V.E. STREET
Printed Signature

CITY OF TALLAHASSEE
By: V.E. Street
V.E. STREET, its Real Estate Administrator

Sylvia S. Tinter
Sylvia S. Tinter
Printed Signature

STATE OF FLORIDA
COUNTY OF LEON:

The foregoing document was acknowledged before me this 26th day of February, 1997 by DOUG TURNER, as President of Turner Heritage Homes, Inc., on its behalf and who is personally known to me.

Linda H. Smith
Notary Public, State of Florida
at Large.
My Commission Expires:



LINDA H. SMITH
MY COMMISSION # CC410178 EXPIRES
SEPTEMBER 27, 1998
BONDED THRU THEY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON:

The foregoing document was acknowledged before me this 26 day of February, 1997 by Douglas E. Turner, as Ex. President of Century Development, Inc., on its behalf and who is personally known to me.

Linda H. Smith
Notary Public, State of Florida
at Large.
My Commission Expires:



LINDA H. SMITH
MY COMMISSION # CC410178 EXPIRES
SEPTEMBER 27, 1998
BONDED THRU THEY FAIR INSURANCE, INC.