

*DECLARATION OF RESTRICTIVE COVENANTS OF
WILDWOOD COUNTRY CLUB, INC.
A RECORDED SUBDIVISION IN WAKULLA COUNTY.*

WILDWOOD COUNTRY CLUB, INC. (hereinafter sometimes called "Declarant"), is the owner of the property described in Exhibit "A" located in Wakulla County, Florida. By this instrument, the owner imposes upon the land described in Exhibit A for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to WILDWOOD COUNTRY CLUB, INC. (hereinafter sometimes called Declarant"), the owner of the property described in Exhibit A". Declarant intends by this Declaration to impose upon the Community (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Community. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Community and to establish a method for the administration, maintenance, preservation, use and enjoyment of such real property as is now or hereafter subject to this Declaration.

Declarant hereby declares that the real property described in this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements,

assessments, and liens, hereinafter set forth, which shall run with the title to the reel property hereby or hereafter made subject thereto, and shall be binding on all persons having, any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

2. Association shall mean and refer to WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

3. "Easement shall mean the easements shown on the plot of the property recorded in Plat Book *i*, Page 35 of the Public Records of Wakulla County, Florida.

4. "Lot" shall mean the property described in Exhibit A as divided into parcels for sale by the Declarant to the general public. The plat of the subdivision either has been or will be recorded in the Public Records of Wakulla County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "Lot."

5. Maintenance shall mean the exercise of reasonable care to keep the lakes, wildlife habitat areas, landscaping, drainage, storm water detention facilities and other related improvements in good and functioning condition.

6. "Member" shall mean every person or entity that holds membership in the Association.

7. "Subdivision" shall mean the property described in Exhibit A', known as WILDWOOD COUNTRY CLUB, INC., as divided into lots as shown on the plat recorded in the Public Records of Wakulla County, Florida.

6. *"Owner shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a Lot, but shall not include those holding title as security for the performance of an obligation.*

9. *"Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility pole lines, and any other structure of any type or kind. Improvements to be placed on any Lot require the approval of the Committee.*

10. *"Committee shall mean the Architectural Control Committee as defined below.*

11. *Living Area" shall mean those heated and air conditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage areas.*

12. *"Common Area" shall mean any land or facilities which the Association owns or maintains, including roads, rights-of-way, landscaped medians, entry ways, security gate, if any, signage, cul-de-sacs, and any easements for drainage and storm water retention reserved to the Association; but excluding the golf course, clubhouse, swimming pool, tennis courts, maintenance barn, etc. as addressed below under Exclusive Common Property.*

13. *Exclusive Common Property shall mean certain portions of the property that may be designated and reserved as such for the exclusive use or primary benefit of Owners and Members within a particular area. By way of illustration and not limitation, Exclusive Common Property may include the golf course, clubhouse, swimming pool, tennis courts, maintenance barn, and golf cart rentals, within that designated area. All costs associated with development, buildings, maintenance, repair, replacement, and insurance of an Exclusive*

Common Property shall be as charged against Owners of that acreage to which the Exclusive Common Property is deeded.

14. "Creation of Neighborhoods" shall mean that the Declarant, in its sole discretion, may purchase finished Lots within the Community. Exhibit "B" to this Declaration and any amendment which submits additional property to this Declaration may assign the property described therein or property already submitted to this Declaration to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. If Neighborhoods are established, all Lots not specifically assigned to a Neighborhood shall be deemed assigned to the same Neighborhood.

The Lots within a particular Neighborhood may be subject to additional covenants and/or the Owners within the Neighborhood may be mandatory members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall have a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Lots in such Neighborhood.

ARTICLE II - WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the Owners in WILDWOOD COUNTRY CLUB, INC. Declarant has filed with the

Secretary of State of Florida, WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and By-Laws and may include, but shall not be limited to, maintenance of easements and other amenities used in common by all of the Lot Owners. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interest of the residents of WILDWOOD COUNTRY CLUB, INC.

The Association shall operate and maintain at its cost, and for the use and benefit of the Owners of Lots In WILDWOOD COUNTRY CLUB INC., all land owned by the association. The Association shall be responsible for the perpetual maintenance of the roads and rights-of-way, stormwater facilities, easements, and all Common Areas within the subdivision.

Section 2. Membership of the Association: Any person who owns a Lot within the subdivision that is subject to these restrictions shall automatically be a member of the association, provided, however, that where any Lot is owned by more than one (1) person, one (1) of the Owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the Owners of the Lot. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 3. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A membership shall be all Owners with the exception of the Declarant, who shall be entitled to exercise one (1) vote for each Lot owned.

"Class B" - Class B membership shall be the Declarant, or its assigns, who shall be entitled to exercise two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when (a) seventy-five percent (75%) of the Lots are owned by persons or entities other than the Declarant, or (c) when Declarant elects to terminate Class B membership, whichever occurs first.

No member shall be entitled to vote unless such Member has fully paid all assessments as provided for herein as shown by the books of the Association.

ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owner's Obligation: Each Owner of a Lot within the subdivision by acceptance of a Deed to the Lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay to the Association, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, 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 and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of WILDWOOD COUNTRY CLUB, INC. Specifically, but without limitation, the assessment shall be used for the improvement and maintenance of the Common Areas within with subdivision,

including but not limited to, the payment of taxes, insurance, repair or maintenance.

Section 3. Annual Assessments: Until changed by the board of Directors of the Association, the annual assessments per Lot shall be Seventy-Five Dollars (\$75.00). The annual assessment may be increased or decreased by the Board not more frequently than annually; provided, however, that the annual assessment shall not be increased more than ten percent (10%) per year per Lot unless approval is obtained by the Members of the Association in accordance with Section 4. below.

Section 4. Budget Deficits During Declarant Control: For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may (1) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual Common Expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant, or (b) cause the Association to borrow such amount from commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

Section 5. Change in Maximum Annual Assessment: The association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by the Class B membership and two-thirds (2/3) of the votes of the

Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members et least thirty (30) days in advance of said meeting and which notice shall be set forth the purpose of the meeting.

Section 6. Special Assessments: In addition to the annual assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or maintenance of any improvement on the Common Areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of the Class B membership and a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determined special assessments shall be sent to all Members et least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

However, the Board shall have the right to levy against the entire membership, if such special assessment is for Common Expenses, or against the Lots within any Neighborhood, if such special assessment is for emergency Neighborhood Expenses. So long as the total amount of the special assessments allocable to a Lot does not exceed Fifty Dollars (\$50.00) in any one fiscal year for repair of the entry sign and security gate, if any, without a majority vote. All special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 7. Quorum: The quorum required for any action authorized by Sections 5. and 6. above shall be as follows;

At the first meeting called, as provided in Sections 5. and 6. hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5. and 6. hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the first (1st) meeting or thirty percent (30%) of the Members entitled to vote either in person or by proxy.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within thirty (30) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose a lien against the property. No Owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his Lot.

All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; (b) liens for all sums unpaid

on a first mortgage; (c) liens for all sums on any mortgage to Declarant duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument; or (d) liens for assessments levied by the Master Association in accordance with the Master Declaration. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 9. Subordination of Assessment Liens: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

Section 10. Failure to Assess: The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 11. Exempt Property: Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, special assessments, and specific assessments:

- (a) all Common Property;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any; and
- (c) property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Declarant and/or the Board of Directors shall appoint an Architectural Control Committee consisting of three (3) members. The Declarant and/or the Board of Directors shall attempt to obtain a Committee to include the following:

- (a) The Declarant or Designee - At such time as Declarant no longer wishes to serve or to appoint a designee or is incapable of doing so, the Board shall have the authority to make the appointment in Declarant's place;
- (b) An Architect;
- (c) A Landscape Architect;
- (4) A Builder;
- (e) A Real Estate Agent or Broker; and
- (f) A member of the Association owning a Lot within the Subdivision.

The members of the Architectural Control Committee shall initially be chosen by the Declarant. The Board of Directors of the Association shall have the authority, but shall not be required to pay compensation to the members of the Committee.

Section 2. Purpose: No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any Lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 3. Approval Procedures: Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee. Such request must be complete with plans, plot plan, including a detailed plan for controlling sedimentation during construction, and landscape plan. If the Committee feels the plans are insufficient, it shall notify the applicant within ten (10) days that no action will be taken until the insufficiency is corrected. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after complete plans in a form acceptable to the Committee have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

Within five (5) days after the completion of construction of any improvement within WILDWOOD COUNTRY CLUB **INC.**, the Owner, builder or other agent for the Owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within ten (10) days after receipt of such notice, the Committee shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found. This

response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies, not to exceed fifteen (15) days. After being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board as it deems necessary for enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the Owner in writing as to the defects within ten (10) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 4. Association Liability Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Board, its Designee, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Declarant, the Association, the Board, the Board's Designee, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove one such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against the Declarant, the Association, the Board, the Board's Designee, or the officers, directors, members, employees, and agents of any of them to recover any

damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of one law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 5. Administration: The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to, construction and development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the aesthetic qualities of the subdivision. In addition, the Committee shall have the authority to set standards for the control of sedimentation and run-off during the clearing and construction of any improvements on Lots within the subdivision. The written request and submittal of plans and specifications required pursuant to Section 2. hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; accessory structures and features, including pools, deck plans, screen enclosures, mailboxes, fences around pool only, and other pertinent structures; driveway and sidewalk locations; specific grading and clearing with sedimentation and run-off control; and landscaping plan, color scheme designating the precise color of all exterior surfaces and exterior materials to be used. The Committee may disapprove a plan for lack of artistic style or aesthetic quality. For example, the Committee may disapprove a plan because it is too square or box-like", because the roof is too flat, because there is not sufficient landscaping or for any other reason that the Committee, in its sole discretion, may deem appropriate. In addition to the basic roof and wall colors, the rendering or color scheme shall include, but not be limited to, the color of the trim, gutters,

windows, shutters, decks, porches and all other exposed surfaces. The Committee, in its sole discretion, may disapprove a color scheme on the ground that it is not in conformance with the aesthetic character of the development. The Committee may disapprove any aluminum windows, doors or similar structures using aluminum. No pipes, wires or other appurtenances underneath or adjoining a structure shall be exposed, but shall be encased or housed as part of the overall construction project.

ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and the Lots within the subdivision shall be used only as follows:

Section 1. The property shall be used for residential purposes only, and only one (1) single family residence, together with approved out building that must be consistent in design materials and color with the dwelling, shall be allowed per Lot.

Section 2. No Lot within the subdivision shall be further subdivided.

Section 3. No structure of any kind that is commonly known as "factory built, modular", or mobile home constructions shall be placed or permitted to remain on any lot.

Section 4. No building shall be erected within fifty (50) feet of the front property line, fifty (50) feet of the rear property lines, or ten (10) of each side property lines. Declarant or the Architectural Control Committee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. Only new construction shall be allowed. No dwelling shall be constructed that contains less than sixteen hundred (1600) square feet of living area with a total of 2,200 sq. ft. under roof on Golf Course Lots 10-16, Block C, of

Wildwood Acres, Unit II, or eighteen hundred (1800) square feet of living area with a total of 2,400 sq. ft. under roof on Lots 1-36, in Wildwood Country Club, Inc., and no structure is to exceed three stories. All other Lots owned by the Declarant in the Wildwood Community shall have no less than fourteen hundred fifty (1450) square feet of living area with a total of 1850 sq. ft. under roof. Once construction starts, work shall be pursued diligently until completed, not to exceed one (1) year.

Section 6. Each dwelling shall have a functional two car garage only which shall not be visible from the street, that runs in front or adjacent to the property and all garage entrances shall face the side property lines. In no instance shall the entrance be permitted to face the street of the property.

Section 7. No trailer, travel trailer, motor home, barn or other out building shall at any time be used as a residence, temporarily or permanently. Boats, trailers, campers, or other recreational vehicles shall be parked or stored within the garage and shall not be visible from the street which runs in front of the property.

Section 8. All residences shall have a clearly defined driveway, and all driveways shall be constructed of concrete or asphalt or such other material as may be approved by the Architectural Control Committee. All foundations shall be of masonry construction unless an elevation requires a home to be on pilings; the pilings must be concrete and a design approved by the Architectural Committee. Chimneys are to be consistent with exterior design of brick, stone, stucco, drivit, or vinyl siding. All variances must be approved in writing by the Architectural Control Committee before construction begins.

Section 9. All exteriors shall be of brick, stone, stucco, drivit, or vinyl siding with exception of exterior trim/gable walls which will be approved by Architectural

Control Committee and exterior colors and roofing must be approved by the Committee. Metal roofing will not be allowed.

Section 10. No fences, unless surrounding a pool, will be allowed, but in no event may a chain-link or hog-wire fence be approved.

Section 11. Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any roadway or any other lot. No such equipment shall be located at the front of any structure. Window air-conditioning units shall not be permitted.

Section 12. The size, location, design and type of material of mail boxes or paper boxes or other receptacles of any kind, must be approved by the Architectural Control Committee.

Section 13. No business, trade or commercial activity shall be conducted on any Lot.

Section 14. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed two (2) in total number, may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. No animal or pet shall be allowed to roam free within the subdivision.

Section 16. No noxious or offensive activity shall be carried on upon one Lot, nor shall anything be done thereon which may be or may become on

annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 17. There shall be no on-street perking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances such as a large party or reception. The Board of Directors may, from time to time, without consent of the Members, promulgate , modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. No major mechanical repair work to any vehicle shall be performed nor shall any substantial commercial activity be undertaken within the subdivision. Such regulations and use restrictions shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a two-thirds (2/3) majority of total Association vote.

Section 18. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. However, the Board reserves the right to (but shall not be obliged to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community.

Section 19. The following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (a)

seasonal decorative lights during the Christmas season; (b) illumination of other than the front or side yards of a Lot; (c) illumination of model homes and entrance features constructed by the Declarant; and (d) other lighting originally constructed by the Declarant. Plans for all other exterior lighting must be submitted and approved. Decorative post lights will not be approved unless they conform with established street lighting.

Section 20. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of any Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads. Declarant hereby reserves a perpetual easement across all community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at their sole expense.

Section 21. All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 22. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot.

Section 23. The use of firearms in the Community is prohibited. The term "firearms includes "B-B" guns, pellet guns, and small firearms of all types.

Section 24. Owners shall not alter, remove or add improvements to any entry features or street signs constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

Section 25. All personal property kept on a Lot shall be either kept and maintained in a property storage facility approved by the committee. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the sides or to the rear of the property. Any personal property, if it is to be stored on the Lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to the Owner, the Association may come upon the Lot to remove property being stored in violation of this provision, all at the expense of the Owner, which expense shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car under this provision if it is immobile for a period of thirty (30) days or longer and does not have a current license tag.

Section 26. Above-ground swimming pools shall not be permitted in the Community.

Section 27. No garage (whether attached to or detached from a residence situated on a Lot) may be demolished or converted to any use other than as a garage.

Section 28. Leasing or subleasing of a home or Lot to a party other than the Owner shall be permitted, provided that all leasing or subleasing shall in all respects conform with these Covenants and Restrictions.

Section 29. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the

conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid within thirty (30) days the fine may then be levied against the Owner.

ARTICLE VI - COMMON AREAS

Section 1. Members' Easements of Enjoyment Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot if leased.

Section 2. Easements for Utilities: There is hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility

or service, Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 3. Easement for Association Maintenance: Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for maintenance. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at their sole expense.

Section 4. Mortgaging. Rights of Common Properties: The Board shall have the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interest, options, easements and privileges herein reserved or established for the benefit of the Declarant, or any Lot or Lot Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community. (Any provision in this Declaration or in any such mortgage given by the Association to the contrary notwithstanding, the exercise of one rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder at any mortgage, irrespective of

when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community.) (No such mortgage shall be effective unless an instrument agreeing to such mortgage has been approved by Declarant (so long as Declarant owns any property for development and/or sale within the Community) and Owners representing at least two-thirds (2/3) of the total Association vote (other than Declarant so long as the consent of Declarant is required).)

Section 5. Title to Common Areas: The Declarant may retain the legal title to the Common Areas until such time as he elects to convey the Common Areas to the Association.

Section 6. Extent of Members' Easements: The rights of easements of enjoyment created hereby shall be subject to 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 shall be effective unless an instrument signed by Members entitled to cost two-thirds (2/3) of the votes of the Association irrespective of class of membership has been recorded, agreeing to the dedication and transfer.

Section 7. Maintenance: The Association shall maintain all Common Areas within the subdivision, including specifically all roads and rights-of-way, stormwater facilities, and easements.

Section 8. Association's Responsibility: The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvement situated on the Common Property. The Association shall maintain all entry features for the

Community and street signs originally installed by the Declarant, if any. The Association may, but shall not be obliged to, maintain, repair, or replace, as necessary, all mailboxes or mailbox posts located within the Community.

The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by the Declarant. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. The maintenance shall be performed consistent with the Community-wide standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Property shall be a Common Expense to be allocated among all Lots as part of the Base Assessment; provided, however, all costs associated with maintenance, repair and replacement of Exclusive Common Property shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Property is assigned.

ARTICLE VII - OWNERS' RESPONSIBILITY

All maintenance of Lots and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-wide standard and this Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any other covenants which may be applicable to such Lot.

If the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner

is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of on Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then, the Association may perform the repair, replacement, or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have twenty (20) days within which to complete such maintenance, repair, or replacement, at Owner's sole cost and expense, and all costs incurred by the Association in this regard shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot if not paid.

ARTICLE VIII - GOLF COURSE EASEMENTS

Every Lot and the Common Property and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon such Common Property, Lots, or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a Neighborhood, or the portions of a Lot not containing a structure to retrieve errant golf balls; provided, however, if any golf ball enters a fenced or walled area, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this

easement: the Declarant; the Association or its members (in their capacity as such); the owner of the golf course, its successors, successors-in-title, or assigns; any successor Declarant; any builder or contractor (in their capacities as such); and any officer, director, shareholder, partner, employee or agent of any of the foregoing, or any officer, director, shareholder, partner, employee or agent of any partner.

The owner of the golf course, its respective agents, successors and assigns, shall at all times have a right and nonexclusive easement of access and use over those portions of the Common Property reasonably necessary to the operation, maintenance, repair and replacement of the respective golf course.

Property immediately adjacent to the golf course is hereby burdened with a nonexclusive easement in favor of the golf course for overspray of water from any irrigation system serving the golf course. Under no circumstances shall the Association or the owner of the golf course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

The owner of the golf course, its respective successors and assigns, shall have a perpetual, exclusive easement of access over the Community for the purpose of retrieving golf balls from bodies of water within the Common Property lying reasonably within the range of golf balls hit from the golf course.

ARTICLE IX - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of on Owner for the payment of delinquent assessments or foreclosure of the lien against the Lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money

damages shall be for the benefit of the Association. All remaining covenants and restrictions may be enforced by the Association, Declarant or one Owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any covenant, restriction or provision herein contained shall not be deemed a waiver of the right of such party to thereafter seek enforcement. The party bringing any action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs incurred, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE X - INSURANCE

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000). If available at reasonable cost, as determined in the sole

discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

In addition, the Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located within Neighborhoods, unless other covenants applicable to specific Neighborhoods otherwise provide or unless a Neighborhood otherwise requests and the Board grants such request. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

Premiums for all insurance shall be Common Expenses of the Association; however, premiums for insurance relating to Neighborhoods may be included in the Neighborhood Assessment of the Neighborhood(s). Policies may contain reasonable deductibles, and the insurance shall at least equal the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the benefited parties. Policies on the Common Property shall be for the benefit of the Association and its Members. Policies on behalf of a Neighborhood shall be for the benefit of the Neighborhood, the Owners within that Neighborhood, and their mortgagers, as their interests may appear.

All policies shall be written with a company authorized to do business in Florida. In no event shall the coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with that

purchased by individual Owners, occupants, or their mortgagees, and that carried by the Association shall be primary.

All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (a) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
- (b) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- (c) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any one or more individual Owners;
- (4) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of one defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or mortgagee;
- (a) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (f) that no policy may be cancelled, subjected to nonrenewal, or substantially modified without at least ten (10) days' prior written notice to the Association.

The Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and

detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this section, means repairing or restoring the property to substantially the same condition and location that existed prior to casualty allowing for any changes or improvements necessary to comply with applicable building codes. The Board shall have all enforcement powers of this Declaration necessary to enforce this provision.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment against those Owners deemed responsible for the payment of the premiums for the applicable insurance coverage. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair and reconstruction or the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

ARTICLE XI - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of the Declarant's interest in WILDWOOD COUNTRY CLUB, INC., or contractors or subcontractors of Declarant from doing or performing on all or any part of WILDWOOD COUNTRY CLUB, INC. actually owned or controlled by Declarant or upon the Common Areas, whatever Declarant determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

(a) Erecting, constructing and maintaining structures as may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the Lots by sale, lease or otherwise;

(b) Conducting Declarant's business of completing and establishing the property as a residential community and marketing of the property in lots;

(c) maintaining such sign(s) as may be reasonably necessary in connection with the sale and marketing of the Lots; and

(d) Provided, however, that operations being conducted under subparagraphs (a), (b), and (c) immediately above shall be permitted upon only those parts of WILDWOOD COUNTRY CLUB INC. owned or controlled by the Declarant and the Common Areas.

ARTICLE XII - DEVELOPMENT IN PHASES

Declarant owns other property adjoining the platted subdivision. Declarant intends to develop its adjoining property as additional phases of WILDWOOD COUNTRY CLUB, INC. Declarant reserves unto itself, its successors and/or assigns, the right to bring other property within the subdivision known as WILDWOOD COUNTRY CLUB, INC., and other property owners within the Association known as WILDWOOD COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, **INC.**

ARTICLE XIII - GOLF COURSE

Section 1. Ownership and Operation: All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person with regard to the continuing existence, ownership or operation of the golf course, if any, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership and/or operation of the golf course, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the golf course by an independent entity(ies); (b)

the creation or conversion of the ownership and/or operating structure of the golf course to an "equity" club or similar arrangement whereby the golf course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the golf course to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood, or any Owner shall be required to effectuate such transfer or conversion.

Section 2. Right to Use: Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the golf course. Rights to use the golf course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the golf course. The owner of the golf course shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the golf course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

Section 3. View Impairment: Neither the Declarant, the Association, nor the owner or operator of the golf course guarantees or represents that any view over and across the golf course from adjacent Lots will be preserved without impairment. The owner of the golf course, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the golf course from time to time. In addition, the owner of the golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the

tees, bunkers, fairways, and greens on the golf course from time to time. Any such additions or changes to the golf course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 4. Rights of Access and Parking: The golf course and its members (regardless of whether such members are Owners hereunder), if any, their guests and invitees, and the employees, agents, contractors, and designees of the owner of the golf course shall at all times have a right and nonexclusive easement of access and use over all roadways located within the Community reasonably necessary to travel from/to the entrance to the Community from/to the golf course, and over those portions of the Community (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the golf course. Without limiting the generality of the foregoing members of the golf course, if any, and permitted members of the public shall have the right to park their vehicles on roadways located within the Community at reasonable times before, during, and after golf tournaments and other similar functions held by or at the golf course.

Section 5. Assessments: The golf course shall not be obligated to pay assessments. However, the Association may enter into a contractual arrangement or covenant to share costs with the owner of the golf course whereby the owner of the golf course will contribute funds for, among other things, a higher level of Common Property maintenance.

Section 6. Architectural Control: The Board or its designee, one architectural control committee created hereunder or under the Master Declaration, and any Neighborhood, Neighborhood Committee, or Neighborhood Association board of directors shall not approve or permit any construction,

addition, alteration, change, or installation on or to any portion of the Community which is adjacent to, or otherwise in the direct line of sight of, the golf course without giving the owner of the golf course at least fifteen (15) days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in suregard. The owner of the golf course shall have fifteen (15) days to approve or disapprove the proposal in writing delivered to the appropriate committee, board of directors, or entity, stating in detail the reasons for any disapproval. The failure of the owner of the golf course to respond to the notice within the fifteen (15) day period shall constitute a waiver of such person's right to object to the matter. This section shall apply to any work on the Common Property or on any common property or common elements of a Neighborhood, if any. The golf course shall not be subject to one of the architectural control provisions contained herein or in the Master Declaration.

Section 7. Limitations on Amendments: In recognition of the fact that the provisions of this Article are for the benefit of the owner of the golf course, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owner of the golf course by other provisions of this Declaration, may be made without the written approval of the owner of the golf course. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 6. Jurisdiction and Cooperation: It is the Declarant's intention that the Association and the owner of the golf course shall cooperate to the maximum extent possible in the operation of the Community and the golf course. Each shall reasonably assist the other in upholding the Community-wide standard. The

Association shall have no power to promulgate rules and regulations affecting activities on or use of the golf course.

ARTICLE XIV - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any Lot, including setback restrictions, if the Declarant, in Declarant's sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended or terminated (a) by the consent of the Owners of two-thirds (2/3) of all Lots, together with (b) the approval of ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By-Laws and

evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivener's Errors and Nonmaterial Changes:

Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until Declarant's Class B membership is terminated and by the Board thereafter and without the need of consent of the Owners.

Section 4. Limitations: Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein, no amendment shall be made which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Common Areas unless the Owner(s) so affected consents to such amendment in writing or unless such amendment is adopted in accordance with the procedures in Section 2. above required for adoption of an amendment to this Declaration.

Section 5. Effective Date of Amendments: Any amendment to this Declaration shall become effective upon a Certificate of Amendment to the Declaration setting forth the amendment or modification being recorded in the Public Records of Wakulla County, Florida.

ARTICLE XV - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said

judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms end conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

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

Section 3. Interpretation of Declaration: The Board shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the Owners.

Section 4 Association Dissolves: In the event that the Association dissolves and no other means is provided by the land owners to maintain the common areas, then the adjacent property owners to the roads, cul-de-sacs, drainage easements, etc., shall acquire such roads, cul-de-sacs, drainage easements, etc., to the proportionate halfway point of the roads, cul-de-sacs, drainage easements, etc, then in existence. All other Common Properties shall be acquired as tenants-in-common by the Members in the same individual shares as each Member previously owned these Common Properties.

Section 5. Attorneys' Fees In connection with any litigation, including appeals, arising out of this Declaration, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this instrument has been executed by
Declarant on this ____ day of _____, 1994.