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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POINTE EAST**

THIS DECLARATION is made and executed this 12th day of November, 2004, by **Pointe North Inc.**, a Florida corporation, whose address is 1690 Raymond Diehl Road, Suite C6, Tallahassee, Florida 32308, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and more particularly described in "**Exhibit A**" attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described in "**Exhibit A**" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Pointe East Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property and/or easement rights (including the improvements thereto) owned and held by the Association for the common use and enjoyment of the Owners. The Common Area that will initially be owned by the Association shall consist of the easements created and described in this Declaration. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 5. "Lot" shall mean and refer to each numbered lot as depicted on the plat attached hereto as "**Exhibit B**". The Declarant shall have the right to modify and change boundary lines to each Lot as long as the Declarant owns the Lot, which modification or change may be effected by the deed of conveyance by the Declarant or by an amendment to this Declaration.

Section 6. "Declarant" shall mean and refer to Pointe North, Inc., its successors and assigns, if such successors or assigns should acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

ARTICLE II

PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A. The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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) upon the expiration of fifteen (15) years from the date of the recording of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) special assessments against individual Owners under Article XVIII of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for the exterior maintenance under Article XVIII of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Eight Hundred and No/100 Dollars (\$800.00) for all Lots.

(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 fifty percent (50%) above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifty percent (50%) by a vote of a majority 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 increase the annual assessment at any time to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, the cost of any necessary maintenance and repair and/or the cost of any extraordinary expense, provided that any such assessment shall have the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of members shall constitute a quorum.

Section 6. Uniform Rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration and other than as specifically provided herein, shall be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, as long as there is a Class B membership, the Declarant shall be excused from payment of its share of operating expenses and assessments related to Lots owned by the Declarant, and Lots owned by the Declarant shall not be subject to annual assessments or charges; provided, however, during such period, the Declarant shall be responsible for and pay all operating expenses incurred by the Association that exceed the assessments received from all other Lots Owners and other income of the Association. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date specified by the Board of Directors. Each Lot shall be subject to annual assessments on the date the Lot is transferred and conveyed by the Declarant, or the date a certificate of occupancy is issued for any dwelling constructed on the Lot, or upon the written election by the Declarant to subject the Lot to assessment, whichever

first occurs. The first annual assessment against each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot subject to assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of the annual assessment shall be January 1 of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Collection of Assessments; Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest at the maximum rate allowed by law, not to exceed eighteen percent (18%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to the collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the assessment, interest, fees and costs, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EASEMENTS

Section 1. Roadway, Utility and Drainage Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the

Declarant, the Association, the Owners, their grantees, heirs and successors in interest for ingress and egress, utility, drainage, stormwater retention and landscape purposes over, across and under the property depicted as roadways, drainage easements and utility easements on the plat attached hereto as “**Exhibit B.**” The easements are more particularly described in “**Exhibit C**” attached hereto. The Declarant shall have the right to grant to third parties non-exclusive easements for the foregoing purposes over, across and under any of the property described in “**Exhibit C**” attached hereto.

Section 2. Easement for Fence and Entranceway. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant and the Association, and their respective successors in interest, over, across and under the property described in “**Exhibit D**” attached hereto for the purpose of maintaining, replacing and repairing fencing, landscaping, lighting, signage, irrigation and entranceways.

Section 3. Utility Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant and the Association, and their respective successors in interest, for drainage and utility purposes over, across and under the property which is within ten (10) feet of all common boundaries of Lots (establishing a twenty (20) feet easement over, across and under the adjoining Lots with the common boundary line of the adjoining Lots being the centerline of the easement).

Section 4. Maintenance and Interference. Each easement provided for in Sections 1 and 2 above, shall be maintained by the Association. The easement provided for in Section 3 above shall be maintained by the Owners. Each Owner shall be responsible for maintaining that part of the easement property which is located on the Owner’s Lot. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties, and the local governmental authority shall not be responsible for utility trench lines or trench line failures. Within these easements, no alteration, structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

ARTICLE VI

ARCHITECTURAL CONTROL

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

submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives named in this Article or subsequently appointed by the Board of Directors of the Association (the "Architectural Committee"), as hereinafter provided. In the event the Architectural Committee fails to approve or disapprove the plans and specifications within sixty (60) days after the complete plans and specifications have been submitted to them in accordance with this Declaration, approval will not be required and this Article will be deemed to have been fully complied with. In the event any improvement is destroyed in whole or in part, the improvement shall be reconstructed in accordance with the original plans and specifications approved by the Architectural Committee and any subsequently approved modifications thereto, or if the Owner desires to change the plans and specifications, all terms and conditions of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be appointed by the Declarant, which members shall serve until all Lots are sold and transferred by the Declarant or until replaced by the Declarant. The Declarant shall have the right to replace any initial member at any time. With the exception of the initial members or other subsequent members appointed by the Declarant to replace any initial member, each member of the Architectural Committee must be an Owner. The members appointed by the Board of Directors shall serve at the pleasure of the Board of Directors. All notices or submission requests to be given to the Architectural Committee shall be in writing delivered by mail to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of State of Florida, Corporate Division. Three copies of all such plans and specifications to be approved shall be furnished to the Architectural Committee. The plans and specifications shall be prepared in a professional manner by an architect, engineer or draftsman and include the following information:

- (1) Building plans showing floor plans and front, side and rear elevations.
- (2) Exterior finish schedule showing material, style, and color for all surfaces, together with representative samples of the materials and colors.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements, set-back lines and easements and the location and identification of all trees and vegetation to be removed or destroyed.
- (4) Landscape plan. The landscape plan may be submitted after construction commences, but must be approved by the Architectural Committee and implemented before occupancy.
- (5) Detailed plan for controlling sedimentation.

(6) The name, address and telephone number of the contractor who will perform and be responsible for all work, and the name, address and telephone number of the individual who will have the primary supervisory responsibilities for such work.

The Architectural Committee shall have the right to establish certain design criteria, and amend the same, from time to time. Such design criteria may be directed to only certain aspects of designs or acceptable materials and should be applied only as minimum guidelines to facilitate the review process. Materials which are of a higher quality, in the Architectural Committee's opinion, will be allowed. Such design criteria will not address all aspects of the approval process, and full compliance with such design criteria will not establish any right to approval hereunder unless all other concerns and conditions have been addressed and met in a satisfactory manner. The following are the initial design criteria which are intended to establish minimum standards and guidelines:

(1) Exterior siding material shall consist of brick, stone, a high grade of cedar, cypress or redwood siding, cementitious siding, stucco, synthetic stucco or a combination.

(2) Roof materials shall consist of architectural grade shingles, cedar shake, concrete or clay tiles, pressed metal shingles or standing seam galvalume (or equivalent) metal roofs.

(3) The exterior wall and roof colors shall be compatible and harmonious with the colors of nearby houses.

(4) Highly reflective and bright colors are prohibited.

(5) Unless otherwise approved by the Architectural Committee, all houses constructed on a slab shall be a built-up slab with a minimum of one step up from the finished walkway to the interior floor elevation.

(6) Unless otherwise approved by the Architectural Committee, all brick houses shall be brick on all sides. Unless otherwise approved by the Architectural Committee, all stucco houses shall be stucco on all sides.

(7) Chimney stacks shall be on foundations and be veneered with brick, stone or stucco to match the exterior of the house. All chimney tops must be topped with a metal shroud, unless a special chimney top has been architecturally designed and approved by the Architectural Committee in writing.

(8) Any plumbing and heating vents penetrating the roof must be located at the rear of the house or to a side of the house not visible from a roadway, and stacks, vents and flashings must have a dark finish to match the color of the roof.

(9) All exposed foundations shall be finished consistent with the exterior siding material.

(10) Hurricane and storm doors and shutters may be used on a temporary basis, but shall be stored within an enclosed structure when not in use.

The purpose of this Article in providing the Architectural Committee with the authority to approve or disapprove plans and specifications for all improvements constructed on the Lots is to maintain the value of all Lots and to protect all Owners against a diminution of value resulting from the construction of a residence or other structure incompatible with the proper development of the Properties. The disapproval of such plans and specifications shall be in the sole discretion of the Architectural Committee and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed improvements to the Lots and the overall Properties.
- (2) Character and quality of exterior improvements.
- (3) General quality in comparison with the existing improvements to the Lots.
- (4) Location in relation to surrounding improvements.
- (5) Location in relation to topography.
- (6) Changes in topography.
- (7) Aesthetic considerations.

The Architectural Committee may establish and specify for any Lot, prior to construction, standards and requirements relating to excavation, dirt and fill storage, digging, backfilling, etc. for utility trenches and house construction, the color and composition of roofing materials, the color and composition of bricks or siding, and the style of architecture. Such standards and requirements may include, but not necessarily be limited to, the following: off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches; backfilling utility trenches; and the general appearance of the houses. Such standards and requirements may vary from Lot to Lot and may be imposed by the Architectural Committee in its sole discretion so as to minimize disruption of trees, tree roots, existing ground cover, or other natural features. Indiscriminate grading or trenching will be strictly forbidden to minimize harm to natural features which protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

Any structure placed or constructed within areas with slopes of ten percent (10%) or greater shall be constructed off-grade.

If any improvement is constructed or altered without the prior written approval of the Architectural Committee as hereinabove provided, the Owner of such improvement shall, upon the demand of the Association or the Declarant, cause such improvement to be removed, remodeled or restored in order to fully comply with the requirements of this Article. The Owner

shall be liable for the payment of all costs associated with such removal or restoration, including all costs and attorneys' fees incurred by the Association and the Declarant. Such costs may also be the basis for a special assessment against the Owner and the Lot. The Association or the Declarant may further record in the public records of Leon County, Florida, a notice of violation, provided, however, that failure to record such notice shall not prejudice the Association's or the Declarant's rights under this Declaration.

The Association may adopt a schedule of reasonable fees to process a request for approval under this Article. Any such fee shall be payable at the time of the submission of the plans and specifications, and the submission shall be deemed to be incomplete until such fees are paid.

ARTICLE VII

LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes and such other purposes set forth in this Declaration. No building or other improvement of any type shall be erected, altered, installed, placed or permitted to remain on any Lot other than a detached single family residence together with one (1) or more detached, accessory structures and swimming pool as approved by the Architectural Committee. No accessory structure shall be permitted unless the structure is located to the rear of the rear corners of the residence or to one side of the residence, as specifically approved in the discretion of the Architectural Committee, and does not exceed two (2) stories in height and is aesthetically integrated with the residence in terms of design, placement, size and utility.

ARTICLE VIII

SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying any part of his Lot to the Owner of an adjacent Lot, provided that the Declarant has approved such conveyance in writing. Such approval shall be in the sole discretion of the Declarant. The Declarant reserves the right to change the boundaries of any Lot until conveyed by the Declarant.

ARTICLE IX

DWELLING SIZE

No dwelling shall be permitted on any Lot unless the ground floor area of the main structure contains at least 3,000 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 2,000 square feet for a dwelling of more than one story, exclusive of patios, terraces and other areas not under roof, but inclusive of open porches, storage areas and garages under roof, provided that the floor area of the entire dwelling

contains at least 3,000 square feet, exclusive of all open porches, patios, terraces, storage areas and garages. No dwelling shall exceed two and one-half stories in height (excluding basements and garages below grade level).

ARTICLE X

BUILDING, DRIVEWAY AND FENCE LOCATION

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer to any Lot line than any set-back line shown and depicted on "**Exhibit B**" attached hereto. For the purposes of this Article, 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 site. No driveway, back-up or turn-around pad shall be located nearer than ten (10) feet to an interior Lot line. The location and design of any fence must be approved by the Architectural Committee in accordance with Article VI of this Declaration. The primary and front entrance of each detached single-family residence shall face the front Lot line. In the event a Lot shall have frontage on more than one street, the Architectural Committee shall determine and declare which Lot boundary is the front Lot line. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XI

GARAGES

Each dwelling shall have a functional garage attached thereto or included within an accessory building with a capacity of no less than two (2) automobiles. No carport shall be allowed on any Lot, provided that the foregoing shall not prohibit attached porticos which have been approved by the Architectural Committee. Each garage door shall be equipped with an electric garage door opener(s). The Owner of each Lot shall make all reasonable effort to cause the garage door to be kept closed at all times except when entering or exiting the garage. The garage shall have a side or rear entrance which shall face a property line that is not a road right of way.

ARTICLE XII

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XIII

TEMPORARY STRUCTURES

No structure of a temporary character, outbuilding or vehicle, including but not limited to, recreational vehicle, motor vehicle, trailer, basement, tent, shack, garage, barn or storage building shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XIV

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one (1) professionally lettered sign [which shall be a maximum of two (2) feet by three (3) feet in size] to advertise the property for sale or lease and except signs used by Declarant to advertise Lots for sale. Notwithstanding the foregoing, the Declarant shall have the right to use such signs as the Declarant deems appropriate to promote the sale of improved or unimproved Lots. Any sign shall be mounted on a free-standing post or sign holder.

ARTICLE XV

ANIMALS AND CROPS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, provided, however, horses may be kept on Lots 63, 64, 65 and 66, as shown on **"Exhibit B"** attached hereto, and domestic dogs, cats or other household pets may be kept on any Lot, provided no animal shall be kept, bred or maintained for any commercial purpose, and provided further that all animals allowed to be kept on a Lot shall be kept in accordance with the terms of this Declaration, and provided further that no swine, monkey, ape or other wild or exotic animal shall be raised, bred or kept on any Lot, and provided further the Owner shall maintain all such horses and/or pets, and pens and structures intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. No pen, kennel, doghouse, stall, fencing, pasture or other structure or improvement intended for an animal shall be constructed or allowed to remain on any Lot unless approved by the Architectural Committee in accordance with Article VI of this Declaration. Any barn or stable shall be located to the rear of the primary building. All dogs, cats or other household pets shall at all times be: confined within the Owner's dwelling, fenced yard or approved structure; securely on a leash; or under strict voice control. There shall be no more than two (2) horses kept on any Lot without the approval of the Architectural Committee. There shall be no planting or maintenance of crops, vegetables or ornamental plants except for approved landscaping and except for domestic purposes. No garden area for crops or vegetables shall be visible from any street.

ARTICLE XVI**RADIO AND TELEVISION ANTENNA, OUTDOOR LIGHTING,
FLAGPOLES, SPORTS EQUIPMENT AND TANKS**

No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless such installation and the size, color and design of the system have been approved by the Architectural Committee. If and when cable television service is available to the Properties, all exterior antenna shall be removed within ninety (90) days at the Owner's expense. Sports and play equipment and facilities, such as basketball goals, tennis courts and playground equipment shall be located only in a location approved by the Architectural Committee in a manner in which it is least visible from any street, Lake Samuel and Jacob's Pond and in a manner in which it will not constitute an annoyance or nuisance to any Owner of a Lot. The type, location and placement of any outdoor lighting shall be subject to the approval of the Architectural Committee, which approval shall be conditioned upon the Owner providing visual screening of any such lighting by existing trees and vegetation and/or additional landscaping. Such outdoor lighting shall be used only during the hours established from time to time by the Board of Directors of the Association. No tank for the storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the location of the tank is approved by the Architectural Committee, provided, however, no tank for the storage of a petroleum based product shall be permitted. A flagpole for the display of the American flag or flag of another nationality or of a state shall be permitted if the flagpole and flag, and location thereof, are first approved by the Architectural Committee and used for no purpose other than to display a flag.

ARTICLE XVII**MAIL BOXES**

No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties other than such boxes or receptacles which have been approved by the Architectural Committee. This restriction is intended to ensure compatible design and quality of such boxes or receptacles.

ARTICLE XVIII**EXTERIOR MAINTENANCE**

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, the sprinkler systems and the exterior of the building located on the Lot in a neat, safe and attractive condition. If an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the

Board of Directors and after not less than ten (10) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected, together with interest and attorneys' fees, in the manner assessments are enforced and collected under Article IV. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE XIX

BOATS, TRAILERS, RECREATIONAL VEHICLES AND ACTIVITIES AND COMMERCIAL VEHICLES

No boat, trailer, motorcycle, motor home, camper, van, plane or recreational vehicle may be parked or stored on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. The pursuit of hobbies or other activities including, but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkept conditions, shall not be pursued or undertaken except within an enclosed garage or other enclosed structure. No commercial vehicle shall be permitted to be parked and remain overnight on any street or on any Lot except entirely within an enclosed garage or other enclosed structure. No commercial vehicle of any kind shall be permitted to be parked on any street or any Lot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or unless such vehicle is entirely within an enclosed garage or other enclosed structure.

ARTICLE XX

ACCESS TO OTHER PROPERTY

Except for the Declarant, no Owner shall permit or otherwise authorize any portion of any Lot to be utilized as a pedestrian or vehicular easement, roadway, driveway, street or other means or method of access, ingress or egress to areas or property not included within the Properties. The purpose of this provision is to preserve and protect the integrity of the exterior boundaries of the Properties, and to preclude and prohibit any break in those boundaries by any easement, roadway, driveway or street granted, permitted or otherwise created by any Owner other than the Declarant. The Declarant reserves the right to grant such easements or create such roadways upon land or Lots owned by the Declarant as the Declarant, in the Declarant's sole discretion, determines necessary, appropriate or desirable.

ARTICLE XXI**VEHICLES PROHIBITED**

No motorized vehicle of any type shall be used on any portion of the Properties except on the streets, driveways, and parking areas intended for such use, provided, however, any Owner and the Owner's immediate family and guests may operate motorized recreational vehicles, e.g., all terrain vehicle, within the boundaries of the Owner's Lot provided that such operation does not disturb the neighborhood or any adjoining Lot Owner.

ARTICLE XXII**GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on any Lot or other part of the Properties and shall not be kept except in sanitary containers located and installed in the manner approved by the Architectural Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street or from any private or common driveway except for those times designated for collection by the appropriate waste management and collection authority.

ARTICLE XXIII**TREE PROTECTION**

The Owner shall at all times protect against any direct or indirect damage to all vegetation, trees and land features located on the Lot and not specifically shown to be affected in the construction documents approved by the Architectural Committee.

ARTICLE XXIV**FACTORY BUILT STRUCTURES**

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

ARTICLE XXV**DRIVEWAYS AND PARKING AREAS**

All driveways, parking areas and sidewalks shall be constructed of concrete, exposed aggregate, pavers or hot mixed asphalt, as approved by the Architectural Committee. All driveways shall have a minimum width of nine (9) feet and all sidewalks shall have a minimum width of four (4) feet. Gravel, pine straw, mulch, shell, soil cement, clay or similar materials shall not be permitted as a driveway surface. All connections of driveways to roadways within the Properties shall be made in a neat, workmanlike manner in manner designed to cause minimum interference with stormwater drainage. Culverts beneath driveways shall have mitered end

sections which shall be subject to approval by the Architectural Committee. No standing end walls shall be permitted.

ARTICLE XXVI
UTILITY CONNECTIONS
AND SOLAR COLLECTORS

All utility connections to any structure on any Lot including, but not limited to, water, electricity, telephone, cable television and sanitary sewage, shall be placed underground from the proper connecting points to the structure in a manner acceptable to the governing utility authority. No solar collector or other similar device or system shall be placed or permitted to remain on any structure or on any Lot unless the location, design and construction of the device or system are approved by the Architectural Committee.

ARTICLE XXVII
HEATING AND AIR-CONDITIONING SYSTEMS

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.

ARTICLE XXIII
WALLS, FENCES AND GATEPOSTS

Walls, fences and gateposts shall be subject to review and approval as set forth in Article VI above. The Architectural Committee, in its sole discretion, may refuse to approve any plan for any wall, fence or gatepost that is not in harmony with the existing or proposed structure, landscaping or general characteristics of the Lot and the surrounding Properties. There shall be no chain link, welded wire, hog wire, field fence, or similar type of fencing material allowed other than as specifically approved by the Architectural Committee after a finding that such fencing will blend into wooded areas left in their natural state and will not be readily visible from any roadway or from a distance of 100 feet. No gateposts, entrance stanchions or other decorative fences, posts or columns shall be allowed except as part of an approved fence plan. The specific provisions contained in this Article shall be construed to be in furtherance, and not in limitation, of the provisions set forth in Article VI above.

ARTICLE XXIX
FIREARMS, HUNTING, FIREWORKS AND BURNING

No hunting, trapping, or shooting of any kind, including, but not limited to, guns, rifles, shotguns, hand guns, pellet, B.B. or other guns, blow guns, slings, slingshots, and bows and

arrows, shall be allowed anywhere on the Properties. No fireworks shall be allowed at anytime anywhere on the Properties. No burning of any kind shall be allowed on any portion of the Properties except with the prior written approval of the Association following specific permitting and approvals by all appropriate governmental authorities.

ARTICLE XXX

WATER SUPPLY

No individual water supply system of any type shall be permitted on any Lot unless approved by the Architectural Committee as to the location and structure for the well pump and tank.

ARTICLE XXXI

CONSTRUCTION OF IMPROVEMENTS

Section 1. Time for Completion. The exterior of all residences and detached buildings shall be completed within one (1) year after the commencement of construction, unless a longer period of construction is specifically approved in writing by the Architectural Committee at the time of approval of the improvements or unless such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, floods, lightning, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within eighteen (18) months after the construction of such residence or detached building shall have been commenced. The Architectural Committee or the Board of Directors of the Association may extend this period only for good cause shown.

Section 2. Destruction. In the event any improvement is destroyed, in whole or in part, the debris therefrom must be removed and the Lot restored to a neat and sightly condition as soon as practical but no later than three (3) months after the date of the destruction. Any damaged improvements shall be restored or completely demolished and removed within nine (9) months after the date of destruction.

Section 3. Storage of Materials. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or other materials or devices used for building purposes shall be placed, stored or kept on any Lot, except during and when being used in construction. During construction, no fill, dirt, sand, block pipe or construction debris shall be stored on or allowed to remain on any Lot for over ninety (90) days.

Section 4. Trees, etc. The Architectural Committee or the Declarant may specify specimen trees on particular Lots to be protected by the Owner during and subsequent to construction with steps such as, but not limited to, deep-root fertilization, pruning, repair of tree wounds, protection by fencing, or planking, spraying to control disease and insect infestation, or

other protective programs. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed, in accordance with all applicable laws and ordinances, promptly from any Lot by the Owner thereof.

Section 5. Occupancy. Before any residence constructed on a Lot may be occupied, the exterior of the residence must be fully completed, the Lot must be cleaned, all building materials and devices used in connection with the construction of the residence must be removed from the Lot and the approved landscaping plan must be implemented.

ARTICLE XXXII

GENERAL PROVISIONS

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

Section 3. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members and the Declarant. Any such annexation shall subject said land to these covenants, conditions and restrictions, and the Owners of each Lot in such duties as the Owners of the Lots described in this Declaration.

Section 4. Development by Declarant. No provisions contained herein shall prevent Declarant, or Declarant's contractors or subcontractors from performing such work and activities as it deems necessary or advisable in connection with the development of the Properties, nor shall such provisions in any way prevent the Declarant from maintaining such sign or signs on the Properties as Declarant deems necessary or desirable for the sale or other disposition thereof.

Section 5. Variances. The Declarant, as long as the Declarant owns any Lot, shall have the right to grant variances from any covenant, condition or restriction contained in this Declaration. Any such variance may be granted or withheld in the sole discretion of the Declarant.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the

Owners of all Lots and the holders of all first mortgages encumbering the Lots join in a written instrument recorded in the Public Records of Leon County, Florida, agreeing to terminate these covenants and restrictions upon the expiration of any ten (10) year period. Except as specifically provided herein, this Declaration may only be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

Section 7. Amendments by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, the Declarant may, in its sole discretion, by an instrument filed of record, modify, amend, waive or add to the covenants, conditions, restrictions and other provisions set forth in this Declaration. Without in any way limiting the generality of the foregoing, the Declarant shall have the right, in its sole discretion, to amend this Declaration to include any provisions required to be set forth herein pursuant to the terms of any state or local law or ordinances relating to the form and content of restrictive covenants generally. The Declarant shall have the further right, in its sole discretion, to create, modify or amend any easement over any portion of the Properties owned by the Declarant by an amendment to this Declaration or by a separate instrument. No amendment shall affect the priority of the lien of any first mortgage on any Lot over the lien of the assessments provided for herein unless the holder of the mortgage joins in the execution of the amendment. Any amendment must be recorded.

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

WITNESSES:

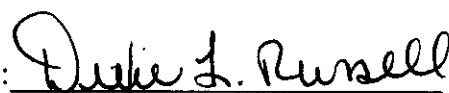
Pointe North, Inc.


Charlene M. Sclame

Print or type name.


Russell D. Gautier

Print or type name.

By: 
Dixie L. Russell
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of Nov, 2004, by Dixie L. Russell, as President of Pointe North Inc., a Florida corporation, on behalf of the corporation. She ☒ *{check box if personally known}* is personally known to me or ☐ *{check box, if not personally known, and fill in identification produced}* has produced _____ as identification.

Charlene M. Sciamè
Signature

Print or type name.

NOTARY PUBLIC

My commission expires:



Charlene M. Sciamè
MY COMMISSION # DD037535 EXPIRES
September 4, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

"EXHIBIT A"

241.60 Acre Tract

Lots 55 through 72 being more particularly described as follows:

A tract of land lying in Sections 8, 9, 16 and 17, Township 2 North, Range 2 East, Leon County, Florida.

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Record Book 1433, Page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Record Book 1433, Page 108, thence South along the center of said easement 818.28 feet to the North right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to a found concrete monument (Leon County) lying on the Southerly right of way boundary of said Proctor Road and on a curve concave to the Southeasterly for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence Southeasterly along said right of way boundary and said curve with a radius of 638.55 feet, through a central angle of 32 degrees 50 minutes 43 seconds for an arc distance of 366.05 feet, (the chord of said arc being South 79 degrees 24 minutes 34 seconds East 361.06 feet) to a found concrete monument (Leon County), thence Southeasterly along said right of way boundary as follows: South 62 degrees 59 minutes 12 seconds East 633.41 feet to a found concrete monument (Leon County) marking a point of curve concave to the Northerly, thence Southeasterly along said curve with a radius of 903.51 feet, through a central angle of 13 degrees 12 minutes 41 seconds for an arc distance of 208.34 feet, (the chord of said arc being South 69 degrees 35 minutes 33 seconds East 207.88 feet), to a found concrete monument (Leon County), thence South 76 degrees 11 minutes 54 seconds East 1287.88 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 652.38 feet, through a central angle of 39 degrees 42 minutes 24 seconds for an arc distance of 452.11 feet, (the chord of said arc being South 56 degrees 20 minutes 42 seconds East 443.11 feet), to a found concrete monument (Leon County), thence South 36 degrees 29 minutes 30 seconds East 93.93 feet to a found concrete monument (Leon County), marking a point of curve concave to the Northeasterly thence Southeasterly along said curve with a radius of 1550.10 feet, through a central angle of 43 degrees 20 minutes 18 seconds for an arc distance of 1172.49 feet, (the chord of said arc being South 58 degrees 09 minutes 39 seconds East 1144.74 feet), to a found concrete monument (Leon County) thence South 79 degrees 49 minutes 47 seconds East 355.85 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly thence Southeasterly along said curve with a radius of 511.36 feet, through a central angle of 44 degrees 27 minutes 12 seconds for an arc distance of 396.74 feet, (the chord of said arc being South 57 degrees 36 minutes 11 seconds East 386.87 feet), to a found concrete monument (Leon County), thence South 35 degrees 22 minutes 35 seconds East 254.08 feet, to the centerline of Centerville

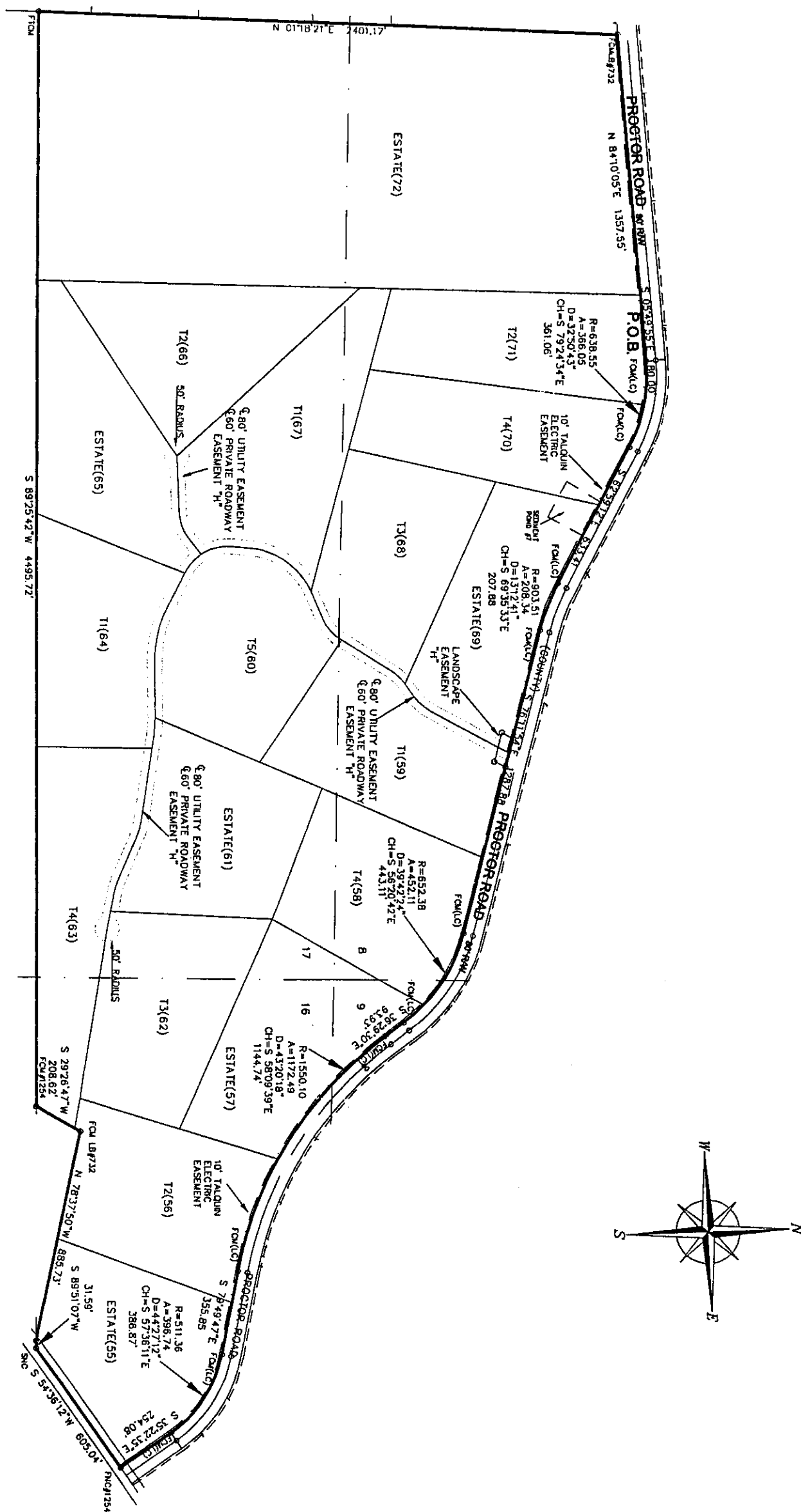
Road (county maintained), thence South 54 degrees 36 minutes 12 seconds West along said centerline 605.04 feet, thence leaving said centerline run thence South 89 degrees 51 minutes 07 seconds West 31.59 feet to a found terra cotta monument, thence North 78 degrees 37 minutes 50 seconds West along the North boundary of property described in Official Record Book 1547, Page 1441 of the Public Records of Leon County, Florida a distance of 885.73 feet, to a found concrete monument LB#732 marking the Northwest corner of said property, thence South 29 degrees 26 minutes 47 seconds West along the West boundary of said property 208.62 feet to a found concrete monument #1254 marking the Southwest corner of said property, thence South 89 degrees 25 minutes 42 seconds West 4495.72 feet to a found terra cotta monument, thence North 01 degrees 18 minutes 21 seconds East 2401.17 feet to a found concrete monument LB#732 lying on the aforesaid Southerly right of way boundary of Proctor Road, thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary a distance of 1357.55 feet to the POINT OF BEGINNING; containing 241.60 acres more or less.

LESS AND EXCEPT:

A tract of land lying in Sections 8 and 17, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 275.41 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 84 degrees 10 minutes 05 seconds West along said right of way boundary 1082.14 feet, thence leaving said right of way boundary run South 01 degree 18 minutes 21 seconds West 2401.17 feet, thence North 89 degrees 25 minutes 42 seconds East 1106.27 feet, thence North 00 degrees 34 minutes 27 seconds East 2499.59 feet to the POINT OF BEGINNING, containing 61.33 acres, more or less.

EXHIBIT B



“EXHIBIT C”

ROADWAY, UTILITY AND DRAINAGE EASEMENT

A 60 foot easement situate in Sections 8, and 17, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 30 each side of the following described centerline, together with a cul-de-sac with a 50 foot radius:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 275.41 feet, thence leaving said right of way boundary run South 00 degrees 34 minutes 27 seconds West 2499.59 feet, thence North 89 degrees 25 minutes 42 seconds East 3389.45 feet to the Southwest corner of property described in Official Records Book 1547, page 1441 of the Public Records of Leon County, Florida, thence North 29 degrees 26 minutes 47 seconds East along the Westerly boundary of said property 184.28 feet, thence leaving said boundary run North 81 degrees 34 minutes 54 seconds West 830.95 feet to the center of a cul-de-sac with a 50 foot radius for the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING run North 79 degrees 45 minutes 25 seconds West 145.34 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 12 degrees 36 minutes 53 seconds, for an arc distance of 66.05 feet (the chord of said arc being North 73 degrees 26 minutes 59 seconds West 65.92 feet), thence North 67 degrees 08 minutes 32 seconds West 181.67 feet to a point of curve to the left, thence along said curve with a radius of 300.00 feet, through a central angle of 15 degrees 13 minutes 40 seconds, for an arc distance of 79.73 feet (the chord of said arc being North 74 degrees 45 minutes 22 seconds West 79.50 feet), thence North 82 degrees 22 minutes 12 seconds West 350.23 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet, through a central angle of 08 degrees 22 minutes 12 seconds, for an arc distance of 73.04 feet (the chord of said arc being North 86 degrees 33 minutes 18 seconds West 72.98 feet), thence South 89 degrees 15 minutes 36 seconds West 232.81 feet to a point of curve to the right, thence along said curve with a radius of 500.00 feet, through a central angle of 26 degrees 46 minutes 15 seconds, for an arc distance of 233.62 feet (the chord of said arc being North 77 degrees 21 minutes 17 seconds West 231.50 feet), thence North 63 degrees 58 minutes 10 seconds West 151.46 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 30 degrees 06 minutes 08 seconds, for an arc distance of 105.08 feet (the chord of said arc being North 48 degrees 55 minutes 06 seconds West 103.87 feet) to a point hereinafter called “POINT A”, thence continue along said curve with a radius of 200.00 feet, through a central angle of 38 degrees 42 minutes 56 seconds, for an arc distance of 135.14 feet (the chord of said arc being North 14 degrees 30 minutes 34 seconds West 132.59 feet), thence North 04 degrees 50 minutes 54 seconds East 79.53 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 60 degrees 45 minutes 25 seconds, for an arc distance of 318.12 feet (the chord of said arc being North 35 degrees 13 minutes 37 seconds East 303.43 feet), thence North 65 degrees 36 minutes 19 seconds East 120.69 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 34 degrees 49 minutes 51 seconds, for an arc distance of 121.58 feet (the chord of said arc being North 48 degrees 11 minutes 24 seconds East 119.72 feet), thence North 30 degrees 46 minutes 28 seconds East 243.94 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 22 degrees 31 minutes 51 seconds, for an arc distance of 78.65 feet (the chord of said arc being

“Exhibit C”

Page 1 of 6

North 42 degrees 02 minutes 24 seconds East 78.14 feet), thence North 53 degrees 18 minutes 19 seconds East 65.13 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 26 degrees 27 minutes 19 seconds, for an arc distance of 92.35 feet (the chord of said arc being North 40 degrees 04 minutes 39 seconds East 91.53 feet), thence North 26 degrees 51 minutes 00 seconds East 369.84 feet to the Southerly right of way boundary of said Proctor Road for the terminal point of said centerline.

ALSO

A 60 foot easement situate in Section 17, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 30 each side of the following described centerline, together with a cul-de-sac with a 50 foot radius:

Begin at the aforementioned "POINT A" and run South 49 degrees 38 minutes 46 seconds West 73.86 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 37 degrees 35 minutes 13 seconds, for an arc distance of 131.20 feet (the chord of said arc being South 68 degrees 26 minutes 22 seconds West 128.86 feet), thence South 87 degrees 13 minutes 58 seconds West 224.38 feet to the center of a cul-de-sac with a 50 foot radius for the terminal point of said centerline.

UTILITY EASEMENT

A 80 foot easement situate in Sections 8, and 17, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 40 each side of the following described centerline, together with a cul-de-sac with a 60 foot radius:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 275.41 feet, thence leaving said right of way boundary run South 00 degrees 34 minutes 27 seconds West 2499.59 feet, thence North 89 degrees 25 minutes 42 seconds East 3389.45 feet to the Southwest corner of property described in Official Records Book 1547, page 1441 of the Public Records of Leon County, Florida, thence North 29 degrees 26 minutes 47 seconds East along the Westerly boundary of said property 184.28 feet, thence leaving said boundary run North 81 degrees 34 minutes 54 seconds West 830.95 feet to the center of a cul-de-sac with a 60 foot radius for the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING run North 79 degrees 45 minutes 25 seconds West 145.34 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 12 degrees 36 minutes 53 seconds, for an arc distance of 66.05 feet (the chord of said arc being North 73 degrees 26 minutes 59 seconds West 65.92 feet), thence North 67 degrees 08 minutes 32 seconds West 181.67 feet to a point of curve to the left, thence along said curve with a radius of 300.00 feet, through a central angle of 15 degrees 13 minutes 40 seconds, for an arc distance of 79.73 feet (the chord of said arc being North 74 degrees 45 minutes 22 seconds West 79.50 feet), thence North 82 degrees 22 minutes 12 seconds West 350.23 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet, through a central angle of 08 degrees 22 minutes 12 seconds, for an arc distance of 73.04 feet (the chord of said arc being North 86 degrees 33 minutes 18 seconds West 72.98 feet), thence South 89 degrees 15 minutes 36 seconds West 232.81 feet to a point of curve to the right, thence along said curve with a radius of 500.00 feet, through a central angle of 26 degrees 46 minutes 15 seconds, for an arc

distance of 233.62 feet (the chord of said arc being North 77 degrees 21 minutes 17 seconds West 231.50 feet), thence North 63 degrees 58 minutes 10 seconds West 151.46 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 30 degrees 06 minutes 08 seconds, for an arc distance of 105.08 feet (the chord of said arc being North 48 degrees 55 minutes 06 seconds West 103.87 feet) to a point hereinafter called "POINT A", thence continue along said curve with a radius of 200.00 feet, through a central angle of 38 degrees 42 minutes 56 seconds, for an arc distance of 135.14 feet (the chord of said arc being North 14 degrees 30 minutes 34 seconds West 132.59 feet), thence North 04 degrees 50 minutes 54 seconds East 79.53 feet to a point of curve to the right, thence along said curve with a radius of 300.00 feet, through a central angle of 60 degrees 45 minutes 25 seconds, for an arc distance of 318.12 feet (the chord of said arc being North 35 degrees 13 minutes 37 seconds East 303.43 feet), thence North 65 degrees 36 minutes 19 seconds East 120.69 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 34 degrees 49 minutes 51 seconds, for an arc distance of 121.58 feet (the chord of said arc being North 48 degrees 11 minutes 24 seconds East 119.72 feet), thence North 30 degrees 46 minutes 28 seconds East 243.94 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 22 degrees 31 minutes 51 seconds, for an arc distance of 78.65 feet (the chord of said arc being North 42 degrees 02 minutes 24 seconds East 78.14 feet), thence North 53 degrees 18 minutes 19 seconds East 65.13 feet to a point of curve to the left, thence along said curve with a radius of 200.00 feet, through a central angle of 26 degrees 27 minutes 19 seconds, for an arc distance of 92.35 feet (the chord of said arc being North 40 degrees 04 minutes 39 seconds East 91.53 feet), thence North 26 degrees 51 minutes 00 seconds East 369.84 feet to the Southerly right of way boundary of said Proctor Road for the terminal point of said centerline.

ALSO

A 80 foot easement situate in Section 17, Township 2 North, Range 2 East, Leon County, Florida, said easement lying 40 each side of the following described centerline, together with a cul-de-sac with a 60 foot radius:

Begin at the aforementioned "POINT A" and run South 49 degrees 38 minutes 46 seconds West 73.86 feet to a point of curve to the right, thence along said curve with a radius of 200.00 feet, through a central angle of 37 degrees 35 minutes 13 seconds, for an arc distance of 131.20 feet (the chord of said arc being South 68 degrees 26 minutes 22 seconds West 128.86 feet), thence South 87 degrees 13 minutes 58 seconds West 224.38 feet to the center of a cul-de-sac with a 60 foot radius for the terminal point of said centerline.

UTILITY EASEMENT

A 10.00 foot utility easement lying 10.00 feet South of and parallel to the following described line.

A tract of land lying in Sections 8, 9, and 16, Township 2 North, Range 2 East, Leon County, Florida.

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Record Book 1433, Page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Record Book 1433, Page 108, thence South along the center of said easement 818.28 feet

to the North right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to a found concrete monument (Leon County) lying on the Southerly right of way boundary of said Proctor Road , thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary a distance of 1357.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence Northeasterly and Southeasterly along said right of way boundary as follows: North 84 degrees 10 minutes 05 seconds East a distance of 1357.55 feet, to a point of curve concave to the Southeasterly, thence Southeasterly along said right of way boundary and said curve with a radius of 638.55 feet, through a central angle of 32 degrees 50 minutes 43 seconds for an arc distance of 366.05 feet, (the chord of said arc being South 79 degrees 24 minutes 34 seconds East 361.06 to a found concrete monument (Leon County), thence Southeasterly along said right of way boundary as follows: South 62 degrees 59 minutes 12 seconds East 633.41 feet to a found concrete monument (Leon County) marking a point of curve concave to the Northerly, thence Southeasterly along said curve with a radius of 903.51 feet, through a central angle of 13 degrees 12 minutes 41 seconds for an arc distance of 208.34 feet, (the chord of said arc being South 69 degrees 35 minutes 33 seconds East 207.88 feet), to a found concrete monument (Leon County), thence South 76 degrees 11 minutes 54 seconds East 1287.88 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 652.38 feet, through a central angle of 39 degrees 42 minutes 24 seconds for an arc distance of 452.11 feet, (the chord of said arc being South 56 degrees 20 minutes 42 seconds East 443.11 feet), to a found concrete monument (Leon County), thence South 36 degrees 29 minutes 30 seconds East 93.93 feet to a found concrete monument (Leon County), marking a point of curve concave to the Northeasterly thence Southeasterly along said curve with a radius of 1550.10 feet, through a central angle of 43 degrees 20 minutes 18 seconds for an arc distance of 1172.49 feet, (the chord of said arc being South 58 degrees 09 minutes 39 seconds East 1144.74 feet), to a found concrete monument (Leon County) thence South 79 degrees 49 minutes 47 seconds East 355.85 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly thence Southeasterly along said curve with a radius of 511.36 feet, through a central angle of 44 degrees 27 minutes 12 seconds for an arc distance of 396.74 feet, (the chord of said arc being South 57 degrees 36 minutes 11 seconds East 386.87 feet), to a found concrete monument (Leon County), thence South 35 degrees 22 minutes 35 seconds East 254.08 feet, to the centerline of Centerville Road (county maintained) for the terminal point of said easement.

**DRAINAGE EASEMENT
(LOTS 69 AND 70)**

A tract of land lying in Section 8 Township 2 North, Range 2 East, Leon County, Florida.

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary

of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Record Book 1433, Page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Record Book 1433, Page 108, thence South along the center of said easement 818.28 feet to the North right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to a found concrete monument (Leon County) lying on the Southerly right of way boundary of said Proctor Road and on a curve concave to the Southeasterly, thence Southeasterly along said right of way boundary and said curve with a radius of 638.55 feet, through a central angle of 32 degrees 50 minutes 43 seconds for an arc distance of 366.05 feet, (the chord of said arc being South 79 degrees 24 minutes 34 seconds East 361.06 to a found concrete monument (Leon County), thence Southeasterly along said right of way boundary as follows: South 62 degrees 59 minutes 12 seconds East 254.74 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 62 degrees 59 minutes 12 seconds East along said right of way boundary a distance of 157.28 feet, thence leaving said right of way boundary run thence South 27 degrees 28 minutes 33 seconds West a distance of 165.32 feet, thence North 62 degrees 31 minutes 27 seconds West a distance of 164.76 feet, thence North 30 degrees 05 minutes 18 seconds East a distance of 164.22 feet to the POINT OF BEGINNING.

**DRAINAGE EASEMENT
(LOT 55)**

A tract of land lying in Section 16, Township 2 North, Range 2 East, Leon County, Florida, and more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Records Book 1433, page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Records Book 1433, page 108, thence South along the center of said easement 818.28 feet to the Northerly right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary 275.41 feet, thence leaving said right of way boundary run South 00 degrees 34 minutes 27 seconds West 2499.59 feet, thence North 89 degrees 25 minutes 42 seconds East 3389.45 feet to the Southwest corner of property described in Official Records Book 1547, page 1441 of the Public Records of Leon County, Florida, thence North 29 degrees 26 minutes 47 seconds East along the Westerly boundary of said property 208.62 feet to the Northwest corner of said property, thence South 78 degrees 37 minutes 50 seconds East along the Northerly boundary of said property 451.95 feet, thence run North 19 degrees 51 minutes 19 seconds East 763.77 feet to the Southerly right of way boundary of said Proctor Road, thence South 79 degrees 49 minutes 47 seconds East along said right of way boundary 220.36 feet to a point of curve to the right, thence along said right of way curve with a radius of 511.36 feet, through a central angle of 41 degrees 59 minutes 48 seconds, for an arc distance of 374.82 feet (the chord of said arc being South 58 degrees 49 minutes 53 seconds East 366.48 feet), to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said right of way curve with a radius of 511.36 feet, through a central angle of 2 degrees 27 minutes 24 seconds for an arc distance of 21.93 feet, (the chord of said arc being South 36 degrees 36 minutes 17 seconds East 21.92 feet), thence leaving said right of way boundary run thence South 53 degrees 07 minutes 08 seconds West 106.07 feet, thence North 57 degrees 14 minutes 05 seconds West 77.54 feet, thence North 19 degrees 44 minutes 16 seconds East 163.89 feet to the POINT OF BEGINNING, containing 0.34 acres, more or less.

"EXHIBIT D"

FENCING AND LANDSCAPING EASEMENT

A tract of land lying in Section 8 Township 2 North, Range 2 East, Leon County, Florida.

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Record Book 1433, Page 108 of the Public Records of Leon County, Florida, thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Record Book 1433, Page 108, thence South along the center of said easement 818.28 feet to the North right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to a found concrete monument (Leon County) lying on the Southerly right of way boundary of said Proctor Road and on a curve concave to the Southeasterly, thence Southeasterly along said right of way boundary and said curve with a radius of 638.55 feet, through a central angle of 32 degrees 50 minutes 43 seconds for an arc distance of 366.05 feet, (the chord of said arc being South 79 degrees 24 minutes 34 seconds East 361.06 to a found concrete monument (Leon County), thence Southeasterly along said right of way boundary as follows: South 62 degrees 59 minutes 12 seconds East 633.41 feet to a found concrete monument (Leon County) marking a point of curve concave to the Northerly, thence Southeasterly along said curve with a radius of 903.51 feet, through a central angle of 13 degrees 12 minutes 41 seconds for an arc distance of 208.34 feet, (the chord of said arc being South 69 degrees 35 minutes 33 seconds East 207.88 feet), to a found concrete monument (Leon County), thence South 76 degrees 11 minutes 54 seconds East 457.86 feet, to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 76 degrees 11 minutes 54 seconds East along said right of way boundary a distance of 123.18 feet, thence leaving said right of way boundary run thence South 26 degrees 51 minutes 00 seconds West a distance of 51.33 feet, thence North 76 degrees 11 minutes 54 seconds West a distance of 123.18 feet, thence North 26 degrees 51 minutes 00 seconds East a distance of 51.33 feet to the POINT OF BEGINNING.

AND ALSO:

A 10.00 foot utility easement lying 10.00 feet South of and parallel to the following described line.

A tract of land lying in Sections 8, 9, and 16, Township 2 North, Range 2 East, Leon County, Florida.

Commence at the Northeast corner of Section 12, Township 2 North, Range 1 East, also the Northwest corner of Section 7, Township 2 North, Range 2 East, Leon County, Florida and run West along the North boundary of said Section 12 a distance of 684.35 feet, thence South 2979.90 feet, thence East 8527.37 feet to the Northwest corner of a Talquin Electric Coop well site recorded in Official Record Book 1433, Page 108 of the Public Records of Leon County, Florida,

thence South along the West boundary of said well site 200.00 feet, thence East along the South boundary of said well site 140.00 feet to the center of a 20 foot easement granted to Talquin Electric Coop in said Official Record Book 1433, Page 108, thence South along the center of said easement 818.28 feet to the North right of way boundary of Proctor Road (80 foot right of way), thence North 84 degrees 10 minutes 05 seconds East along said right of way boundary 131.43 feet, thence leaving said right of way boundary run South 05 degrees 49 minutes 55 seconds East 80.00 feet to a found concrete monument (Leon County) lying on the Southerly right of way boundary of said Proctor Road, thence South 84 degrees 10 minutes 05 seconds West along said right of way boundary a distance of 1357.55 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence Northeasterly and Southeasterly along said right of way boundary as follows: North 84 degrees 10 minutes 05 seconds East a distance of 1357.55 feet, to a point of curve concave to the Southeasterly, thence Southeasterly along said right of way boundary and said curve with a radius of 638.55 feet, through a central angle of 32 degrees 50 minutes 43 seconds for an arc distance of 366.05 feet, (the chord of said arc being South 79 degrees 24 minutes 34 seconds East 361.06 feet) to a found concrete monument (Leon County), thence Southeasterly along said right of way boundary as follows: South 62 degrees 59 minutes 12 seconds East 633.41 feet to a found concrete monument (Leon County) marking a point of curve concave to the Northerly, thence Southeasterly along said curve with a radius of 903.51 feet, through a central angle of 13 degrees 12 minutes 41 seconds for an arc distance of 208.34 feet, (the chord of said arc being South 69 degrees 35 minutes 33 seconds East 207.88 feet), to a found concrete monument (Leon County), thence South 76 degrees 11 minutes 54 seconds East 1287.88 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 652.38 feet, through a central angle of 39 degrees 42 minutes 24 seconds for an arc distance of 452.11 feet, (the chord of said arc being South 56 degrees 20 minutes 42 seconds East 443.11 feet), to a found concrete monument (Leon County), thence South 36 degrees 29 minutes 30 seconds East 93.93 feet to a found concrete monument (Leon County), marking a point of curve concave to the Northeasterly thence Southeasterly along said curve with a radius of 1550.10 feet, through a central angle of 43 degrees 20 minutes 18 seconds for an arc distance of 1172.49 feet, (the chord of said arc being South 58 degrees 09 minutes 39 seconds East 1144.74 feet), to a found concrete monument (Leon County) thence South 79 degrees 49 minutes 47 seconds East 355.85 feet, to a found concrete monument (Leon County), marking a point of curve concave to the Southwesterly thence Southeasterly along said curve with a radius of 511.36 feet, through a central angle of 44 degrees 27 minutes 12 seconds for an arc distance of 396.74 feet, (the chord of said arc being South 57 degrees 36 minutes 11 seconds East 386.87 feet), to a found concrete monument (Leon County), thence South 35 degrees 22 minutes 35 seconds East 254.08 feet, to the centerline of Centerville Road (county maintained) for the terminal point of said easement.

JOINDER

The undersigned, as the owner and holder of that Mortgage recorded in Official Records Book 3186, Page 1939, Public Records of Leon County, Florida, encumbering the property described in the foregoing Declaration of Covenants, Conditions and Restrictions for Pointe East (the "Declaration"), hereby joins in the execution of the Declaration to which this joinder is attached and consents to the Declaration.

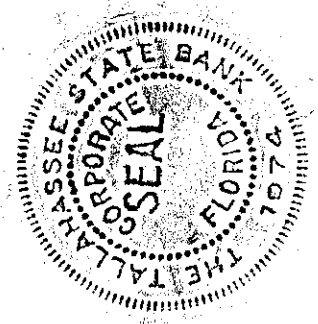
WITNESSES:

Kathy M. Reid
Kathy M. Reid
Print or type name.
Linda Bergman
LINDA BERGMAN
Print or type name.

Tallahassee State Bank

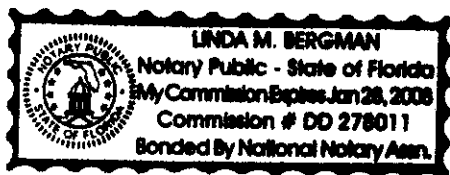
By: [Signature]
Sharon Weeden
Its: Executive Vice President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of November, 2004, by Sharon Weeden, as Executive Vice President of Tallahassee State Bank, on behalf of the bank. He or she ☒ {check box if personally known} is personally known to me or ☐ {check box, if not personally known, and fill in identification produced} has produced _____ as identification.



[Signature]
Signature **LINDA BERGMAN**
Print or type name.
NOTARY PUBLIC
My commission # DD278011
expires: 1-28-08