

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
STONEBRIAR**

THIS DECLARATION, is made and executed this 23rd day of Jul, 2001, by
Pennyworth Homes, Inc., here-in after referred to as "Declarant" whose address is 679
Blackshear Road, Thomasville, Georgia, 31792.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Leon County, Florida, and
more particularly described in OR BOOK R2512 PAGE 00519 and 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 properties 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 Stonebriar 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. "Plat of Stonebriar" shall mean and refer to Boundary Settlement Affidavit
recorded in OR BOOK R2512 PAGE 00519 in the Public Records of Leon County, Florida.

Section 5. "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 be owned by the Association at the
time of the conveyance of the first Lot consists of easements and the properties described in
Exhibit "B" attached hereto and by reference made a part hereof. Additional real property may
be conveyed to the Association for the common use and enjoyment of the owners as the
Properties are developed.

Section 6. "Lot" shall mean and refer to each lot designated on the Plat of Stonebriar.

Section 7. "Declarant" shall mean and refer to Pennyworth Homes, Inc., it's successors
and assigns, if such successors or assigns should acquire more than one unimproved Lot from

any Declarant for the purpose of development and such, successor or assign has received written assignment of such Declarant's rights hereunder. "Declarant" shall include the singular and plural as the context may require.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement enjoyment in and to the Common Area that 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 and right to use of any recreational facilities 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 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 the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

Section 3. Board of Directors. The members shall be allowed to elect all directors of the Association on a one-vote-per-lot basis, and the first election shall not be held before more than seventy-five percent (75%) of the Lots have been sold or conveyed by the Declarant.

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 one (1) class of voting membership that shall be all Owners, including 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.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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 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 and for the improvements and maintenance of the Common Area, easements and for the exterior maintenance under Article XVIII of this Declaration. The cost of administrative and accounting functions of the Association will be part of this assessment if needed.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner (owner other than Pennyworth Homes, Inc.), the annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than twenty-five percent (25%) 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 annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy; at a meeting duly called for this purpose, provided, however, the annual assessment may be increased above twenty-five percent (25%) without a vote of the membership if such increase is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Areas and easements.
- (c) The Board of Directors may increase the annual assessment at any time.

Section 4. Special Assessments for Capital Improvements. In Addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, provided, further, however, any such assessment shall not require such assent if the assessment is required to fund and pay for reasonable and necessary costs and expenses for maintaining the Common Areas and easements.

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 at least fifteen (15) days in advance of the meeting. All such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of the members shall constitute a quorum. The quorum required for any action authorized by the Change in Maximum Annual Assessment Increase provision of Special Assessment

provision shall be as follows; At the first meeting called, as provided in those provisions, the presence at the meeting of members of or proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required is not forthcoming at said meeting, another meeting may be called, subject to the notice requirements, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform rate of Assessment and Collection. Both annual and special assessments, other than assessments under Article XVIII of this Declaration, shall be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors and the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, provided, however, the annual assessments shall begin within one (1) year from the date of this Declaration and shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs and/or replacements. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due 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 rate one percent (1%) over prime. 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 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 preceding in lieu thereof or the bona fide conveyance to a mortgage 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 non-profit 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 the dwelling use shall be exempt from said assessments.

ARTICLE V EASEMENTS AND DEDICATION

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 and landscape purposes as depicted on the Plat of Stonebriar.

Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association until such time as the property encumbered by the easement has been dedicated and accepted by local governmental authority and local governmental authority has assumed such maintenance. The local governmental authority shall not have responsibility for maintenance of the streets and street related drainage facilities located on the Properties unless and until the local governmental authority accepts such maintenance responsibility. Within these easements, no structure, planting or other material that 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 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 of this Declaration shall be complied with as if no improvement had been previously constructed. The initial Architectural Committee shall be Ebe Walter, Michele Hacker and Chris Buchholz who shall serve until all Lots are sold and transferred by the Declarant. With the exception of initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve at the pleasure of the Board of Directors of the Association. All notices and 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 the State of Florida, Corporate Division. Three copies of all such plans and specifications shall be furnished to the Architectural Committee. The plans and specifications shall 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.
- (3) Site plan showing location of buildings, drives, parking areas, sidewalks, and all other improvements.
- (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) The contractor who will perform and be responsible for all work.

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 existing or proposed improvements to the Lots.
- (2) General quality in comparison with the existing improvements to the Lots.
- (3) Location in relation to surrounding improvements.
- (4) Location in relation to topography,
- (5) Changes in topography.
- (6) 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 back filling, 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 are not necessarily limited to the following off-site storage of fill, dirt or construction debris; stockpiling of fill from utility trenches, back filling 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 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 that protect and enhance the beauty and privacy of the entire Properties and to encourage the aesthetic standards of the neighborhood.

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 customary outbuildings and swimming pool as approved by the Architectural Committee.

ARTICLE VIII SUBDIVISION OF LOT

No Lot shall be re-subdivided. This provision shall not, however, be construed to prohibit any Owner from conveying 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 at the sole discretion of the Declarant.

ARTICLE IX DWELLING SIZE

No dwelling shall be permitted on any Lot, unless the ground floor of the main area of the structure contains at least 2100 square feet for a one-story dwelling, exclusive of open porches, patios, terraces, storage areas and garages, and at least 2100 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 areas of the entire dwelling contains at least 2140 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).

ARTICLE X BUILDING, DRIVEWAY AND FENCE LOCATION AND SIGHT RESTRICTIONS

Building locations shall be approved by the Architectural Committee, provided, however, no building shall be located on any Lot: nearer than fifty-five (55) feet to the front Lot line, nearer than fifty-five (55) feet to the rear Lot line; except the lots along Broken Briar Lane which shall not be nearer than twenty (20) feet to the rear Lot line, nearer than fifteen (15) feet to a side-interior Lot line. For the purposes of this Article, eaves and steps shall not be considered as 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 shall be located nearer than five (5) feet to an interior lot line except a back-up or turn around pad may be located as near as one (1) foot to an interior Lot line. No fence shall be located nearer to the front lot line than the rear corners of the primary building or nearer than fifteen (15) feet to any road right of way. The Architectural Committee in accordance with Article VI of this Declaration must approve the location and design of any fence. No fence shall be located on any lot unless the installation, color and design

of the fencing have been approved by the Architectural Committee. The detached single-family residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines, at elevations between two and six feet above the street shall be placed or permitted to remain on any Lot within any triangular area formed by street lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines. In the case of a rounded corner, the twenty-five (25) feet shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The sum sight line limitations shall apply to the area of every Lot within the ten (10) feet radius emanating from the intersection of any boundary line of a Lot with the edge of the driveway pavement. Trees may be planted and maintained within any of these areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The Architectural Committee may, in its sole discretion, grant variances to the restrictions provided for in this Article.

ARTICLE XI GARAGES AND CARPORTS

Each building shall have a functional garage attached thereto, which shall be designed to accommodate the parking of at least two (2) automobiles. The Owner of each Lot shall ensure that the garage door is kept closed at all times except when entering or exiting the garage. The declarant will allow one home at any given time to be used as a sales model, which may have the garage enclosed for use as a sales office. When the sales office is sold and closed the garage shall be converted to a functional two-car garage.

ARTICLE XII NUISANCES

No noxious or offensive activity shall be carried upon any Lot or 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, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding 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 of not more than five (5) square feet to advertise the property for sale or lease and except signs used by the 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 freestanding 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, domestic dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided further that no more than two (2) such pets shall be kept on any Lot without the approval of the Architectural Committee, and provided further that the Owner shall maintain such pets and pens and structure intended for their use, in a clean and sanitary manner and in a manner which does not create a nuisance to other Owners. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots and easement areas any excrement from their pets. No pen, doghouse or other structure 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. 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, SATELLITE DISHES, SPORTS EQUIPMENT, FENCING AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless the Architectural Committee has approved such installation and the size, color and design of the antenna. Sports and play equipment, such as basketball goals and playground equipment shall be located to the rear of the dwelling in a manner in which it is not visible from any street. No tank for storage of fuel, water or other substance shall be placed or permitted to remain on any Lot unless the tank is buried and the Architectural Committee approves the location of the tank.

ARTICLE XVII MAIL BOXES

No mail or paper box or other receptacle of any kind for the use of deliver of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Architectural Committee.

ARTICLE XVIII EXTERIOR MAINTENANCE

Each Owner shall maintain the landscaping, including the trees, shrubs and grass within the boundaries of his Lot, and the exterior of the building located on the Lot in a neat 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 attorney's 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

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 within an enclosed garage. The pursuit of hobbies or other activities including; but not limited to, work on vehicles or other mechanical devices and wood working, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XX

VEHICLES PROHIBITED

No two (2), three (3), or four (4) wheel motorized recreational vehicles e.g., go cart, all terrain vehicle etc. shall be operated on any portion of the Properties, provided, however, the Board of Directors or the Declarant may approve certain motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XXI

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 XXI

WINDOW AIR-CONDITIONING UNITS

No window air conditioning units shall be installed in any building on any Lot.

ARTICLE XXIII PRE-EXISTING STRUCTURES

No old structure or pre-existing building of any kind or description shall be moved or placed or remain upon any of said lots to be used for any residential purpose. No mobile home of any kind or description shall be moved or placed or remain upon any of said lots to be used for any purpose whatsoever. "Mobile home" includes a manufactured building that at any time has axles attached thereto with wheels on which the manufactured building is transported.

ARTICLE XXIV DRIVEWAYS

All driveways from the street into the lot that has or is required to have by topography a culvert beneath the drive for ingress or egress shall have at the culvert location brick or stone head walls at each end of the culvert encasing both ends of the culvert. All curb cuts for driveways shall be in accordance with specifications of Leon County.

ARTICLE XXV GREEN-BELT STRIP

No living tree or bush shall be removed from the green-belt strip (screen), which is fifteen (15) feet in width as per the plat of Stonebriar without the written consent of the Architectural Control Committee. Planting and seeding with grass and shrubs is encouraged in the green-belt strip. The purpose of the green-belt strip is to leave the green-belt strip in as near a natural state as practicable and to be used as a screen.

ARTICLE XXVI UTILITY LINES

All utility lines from the connection with the utility rendering service to the service hook-up at the main residence or any other structure on a lot shall be underground, including without limitation, electric, telephone, cable, water, sewer and gas.

ARTICLE XXVII GENERAL PROVISIONS

Section 1. Enforcement and Attorneys Fee's. 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, charges and obligations now or hereafter imposed by the provisions of this Declaration. In connection with such litigation, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such litigation including reasonable attorneys' fees. Without limiting the generality of the foregoing, the prevailing party, in any litigation to require the Association to perform its obligations in regard to annual assessments and the maintenance or repair of streets and other Common Areas or to require the Declarant to incorporate the Association or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration shall be entitled to recover all

costs and expenses incurred in connection with such litigation, including reasonable attorneys fees. 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 that 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 the 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 annexed area shall have the same rights, benefits, obligations and 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 nor shall such provisions in any way prevent the use of a Lot and dwelling thereon as a model home and/or sales office including the use of the garage as a sales office thereby rendering the garage non-functional.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may 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. Any amendment of the provisions set forth in this Declaration to meet the requirements of Leon County Ordinance No. 90-12, shall require the written consent and joinder of Leon County, or a successor local government, unless and until the requirement of such consent and joinder has been eliminated by a duly elected ordinance of Leon County or a successor Local government. 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 6. FHA/VA Approval. As long as there are outstanding any mortgages insured or granted by the Federal Housing Administration or the Veterans Administration the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration.



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

WITNESSES:

Michele A. Hacker

Signature

MICHELE A. HACKER

Print or Type Name

Bert M. Allyan

Signature

BERT M. ALLIGOOD

Print or Type Name

Pennyworth Homes, Inc.

Ebe Walter
Ebe Walter as President of Pennyworth Homes, Inc.

STATE OF FLORIDA

The foregoing instrument was acknowledged before me

this 23rd July 2001 by Ebe Walter as President of Pennyworth Homes, Inc.

County ss: Leon

who is personally known to me or who has /have produced

as identification.

Elaine P. Tomlinson
NOTARY PUBLIC Elaine P. Tomlinson
11/1/01



Elaine P. Tomlinson
MY COMMISSION # CC687186 EXPIRES
November 1, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

Prepared by:

Michele Hacker
Pennyworth Homes
679 Blackshear Drive
Thomasville, Ga. 31792



Exhibit "A"

R20010057798
 RECORDED IN
 PUBLIC RECORDS LEON CNTY FL
 BK: R2533 PG: 00982
 JUL 30 2001 01:24 PM
 BOB INZER, CLERK OF COURTS

