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RECORDS OF LEON CO. FLA.
IN THE BOOK 3 PAGE 1ND.

JUL 13 2 29 PM 1978

AT THE TIME & DATE NOTED
PAUL E. HARTSFIELD
CLERK OF CIRCUIT COURT

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MISSION ROAD PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Leon County, State of Florida, which is more particularly described as:

See Exhibit "A", attached hereto
and made a part hereof.

NOW, THEREFORE, Developer hereby declares that all of the properties described above 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 THE TIMBERS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any subdivision lot shown upon the unrecorded Plat of THE TIMBERS, prepared by Barrett, Daffin & Figg, Architects-Engineers-Planners, Inc.

Section 5. "Common Open Areas" shall mean and refer to tracts designated as "Common Open Areas" on the foregoing unrecorded Plat.

Section 6. "Private Drive" shall mean and refer to common access easements as shown on the unrecorded Plat.

Section 7. "Developer" shall mean and refer to MISSION ROAD PROPERTIES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. The Developer shall at all times have the right to assign its interest herein to any successor or nominee.

ARTICLE II

PROPERTY RIGHTS

Section 1. Title to Common Areas. At its election, the Developer may retain the legal title to all or part of the Private Drives and Common Open Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Private Drives and Common Open Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations, and easements of record.

Section 2. Owners' Easements of Enjoyment. Every Owner and every rental tenant of any Lot shall have a right and easement of enjoyment in and to the Private Drives and Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosures;

(b) All provisions of this Declaration, any plat of all or any part or parts of the Properties, and the Articles and By-Laws of the Association;

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Private Drives and Common Open Areas;

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

(e) The right of the Association to dedicate or transfer all or any part of any and all of the Private Drives and/or Common Open Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and applicable government authorities.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. All persons or entities who are record owners of Lots and the Developer (at all times as long as it owns any property subject to this Declaration or has the right to appoint a Director of the Association) shall be Members of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. 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 classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one 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 among themselves 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 Developer 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 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE

The Association shall at all times maintain the Private Drives and Common Open Areas in good condition and repair.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

PARTY WALLS

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

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Arbitration procedures shall be in accordance with Chapter 682, Florida Statutes, known as the Florida Arbitration Code.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, but not, however, any holder of any mortgage to which the assessed lien is subordinate, as provided hereafter, shall hereafter be deemed to covenant and agree to pay to the Association (a) any quarterly assessments or charges; (b) any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the rate of 10% per annum, and costs of collection thereof (including attorneys' fees) shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, and shall be a continuing personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Drives or Common Open Areas or abandonment.

Section 2. Purpose of Assessments. The quarterly and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and in particular for the improvement and maintenance of the Private Drives and Common Open Areas, for landscaping, and for other community improvements on boundaries or in rights of way, including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and are undertaken by it.

Section 3. Maximum Annual Assessments. The Board of Directors of the Association shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be fixed at a uniform rate for each Lot.

Section 5. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in quarterly installments if so determined by the Board.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period; and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto not later than 7 days after fixing the date of commencement thereof.

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

Section 7. Effect of Nonpayment of Assessment; The Lien; Personal Obligation; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within 20 days after the delinquency date (the date assessment was due as fixed by the Board of Directors of the Association), the assessment shall bear interest from the date of delinquency at the rate of 10% per annum; and the Association may at any time thereafter bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action (including a reasonable attorney's fee); and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized in monthly or quarterly payments over a period of not less than 10 years. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the assessment lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Private Drives and Common Open Areas as defined in Article I hereof; and

(c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. Any Owner of any exempted property shall not have any membership rights or obligations with respect to the exempted property as long as the property is exempted.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, tennis court, carport, aerial, antenna, sewer, drain, disposal system, exterior cooking facility, or other structure shall be commenced, erected, placed, or maintained upon any of the Properties, nor shall any addition to, or change or alteration therein, be made, until the plans, specifications, and location of 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, the Architectural Control Committee of the Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date hereof, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument, signed by the then Owners of two-thirds (2/3) of the Lots, has been recorded, in which the Owners agree to terminate said covenants and restrictions in whole or in part.

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

Section 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding no less than one-half of the voting interests of the Membership, provided that so long as the Developer is the Owner of any Lot or any property affected by the Declaration or Amendment, or is authorized to appoint a Director of the Association, the Developer's consent must be obtained. The Developer shall have the right at any time within 5 years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection, the Developer, and the County Attorney of Leon County, if he determines his consent to be necessary.

Section 5. Annexation. Additional residential property, Private Drives and Common Open Areas may be annexed to the Properties with the consent of two-third (2/3) of each class of members.

Section 6. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Leon County, Florida.

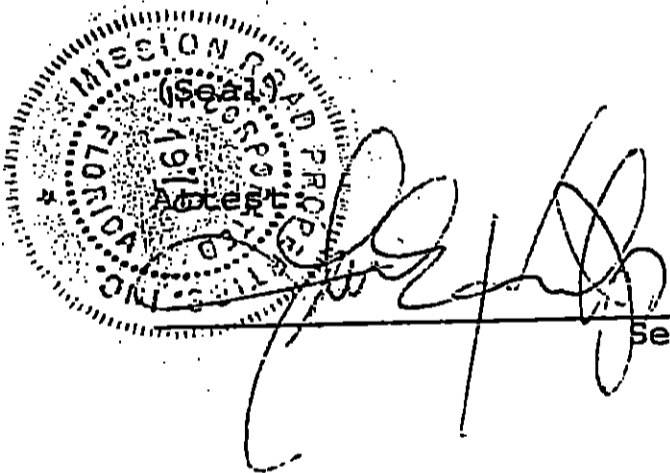
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IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 31st day of MAY, 1978.

MISSION ROAD PROPERTIES, INC.

BY: J. A. De Haven President

DEVELOPER


Secretary

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EXHIBIT "A"

LEGAL DISCRIPTION

Commence at the Northeast corner of the West Half of the Northeast Quarter, of the Northwest Quarter of Section 34, Township 1 North; Range 1 West, Leon County, Florida (also the Northwest corner of Lot 7 of White Subdivision, a subdivision as per map or plat thereof recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida), and run thence South 00 degrees 04 minutes East 170.50 feet, thence South 89 degrees 54 minutes West 330.00 feet to a point on the Westerly right-of-way boundary of Yonview Drive, thence North 01 degree 16 minutes 30 seconds East along said Westerly right-of-way boundary 104.95 feet to a point of curve to the right, thence along said right-of-way curve with a radius of 229.99 feet, through a central angle of 36 degrees 40 minutes, for an arc distance of 147.18 feet, thence North 37 degrees 56 minutes 30 seconds East along said Westerly right-of-way boundary 202.97 feet to the Southwesterly maintained right-of-way boundary of Mission Road, thence North 35 degrees 30 minutes 30 seconds West along said Southwesterly maintained right-of-way boundary 1,111.63 feet to a point of curve to the left, thence along said maintained right-of-way curve with a radius of 534.14 feet, through a central angle of 34 degrees 27 minutes, for an arc distance of 321.16 feet, thence North 69 degrees 57 minutes 30 seconds West along said Southwesterly maintained right-of-way boundary 476.53 feet to a point on the Easterly right-of-way boundary of White Drive, said point being a Point of Beginning, from said Point of Beginning thence run South 00 degrees 02 minutes 30 seconds East along said Easterly right-of-way boundary 125.39 feet to a point on the centerline of right-of-way of the Seaboard Coastline Railroad (abandoned) said point lying on a curve concave to the Southwesterly, thence Southeasterly along said centerline of right-of-way curve with a radius of 1,722.28 feet, through a central angle of 09 degrees 50 minutes 54 seconds, for an arc distance of 296.04 feet (chord of said arc being South 37 degrees 49 minutes 26 seconds East, 295.67 feet) to a point of compound curve, thence along said compound centerline of right-of-way curve with a radius of 1,323.70 feet, through a central angle of 07 degrees 42 minutes 51 seconds, for an arc distance of 178.22 feet, (chord of said arc being South 29 degrees 02 minutes 33 seconds East, 178.09 feet); to a point on said centerline of right-of-way, thence run North 68 degrees 32 minutes 30 seconds East 240.43 feet, thence North 00 degrees 02 minutes 30 seconds East 245.00 feet to the Southwesterly maintained right-of-way boundary of Mission Road, said point being on a curve, thence along said maintained right-of-way curve with a radius of 534.14 feet, through a central angle of 05 degrees 07 minutes 44 seconds, for an arc distance of 47.81 feet (chord of said arc being North 67 degrees 23 minutes 38 seconds West 47.80 feet), thence North 69 degrees 57 minutes 30 seconds West 476.53 feet to the Point of Beginning; said parcel, herein described, containing 3.2 acres, more or less.