

THIS INSTRUMENT PREPARED BY:

BRUCE I. WIENER, Attorney
Gardner, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
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Matter No.: 01.2606 & 00.2524

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TOWER OAKS

LINDERAND INVESTMENT CORP., a Florida corporation, is the owner of the property described in Exhibit "A" located in Leon County, Florida. By this instrument, the owner imposes upon the land described in Exhibit "A" for the benefit of the present and the future owners of the land, the following conditions, restrictions and limitations which shall be covenants running with the land, binding upon the owner, its heirs and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns.

ARTICLE I - DEFINITIONS

1. "Declarant" shall mean and refer to LINDERAND INVESTMENT CORP., the owner of the property described in Exhibit "A" and the developer of the Subdivision. Upon conveyance of the property described on the attached Exhibit "A" to B.T.D.R.Y.D., INC., a Florida corporation ("BTDRYD, Inc."), BTDRYD, Inc. shall become the Declarant under this Declaration.
2. "Association" shall mean and refer to TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.
3. "Lot": The property described in Exhibit "A" has been divided into parcels for sale by the Declarant. The plat of the Subdivision either has or will be recorded in the Public Records of Leon County, Florida. Each subdivided parcel as shown on the recorded plat shall be known as a "lot".
4. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water facilities and other related improvements in good and functioning condition.
5. "Member" shall mean every person or entity that holds membership in the Association.
6. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on the plat recorded in the Public Records of Leon County, Florida.
7. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, but shall not include those holding title as security for the performance of an obligation.
8. "Improvement" shall mean all buildings, outbuildings, sheds, driveways, parking areas, fences, lights and utility pole lines and any other structure of any type or kind. Improvements to be placed on any lot require the approval of the Committee.
9. "Committee" shall mean the Architectural Control Committee as defined below.
10. "Living Area" shall mean those heated and airconditioned areas which are completely finished as a living area and shall not include garages, carports, porches, patios or storage

areas.

11. "Common Area" shall mean any land or facilities which the Association owns or maintains, including the roadways and stormwater facilities within the Subdivision and any easements for drainage and storm water drainage and treatment reserved to the Association.

ARTICLE II - TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Section 1. General: Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas; administering and enforcing these covenants and restrictions; collecting and disbursing the assessments and charges hereinafter established; and for the purpose of promoting the common interest of the owners in the Subdivision. Declarant has filed with the Secretary of State of Florida, TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a non-profit corporation. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation and Bylaws and may include, but shall not be limited to, maintenance of roads, stormwater facilities, common areas, easements and security systems. The Association may engage in any other activity or assume any responsibility that the Association may consider desirable to promote common interests of the residents of the Subdivision.

The Association shall operate and maintain at its cost, and for the use and benefit of the owners of lots in the Subdivision, all land owned by the Association. The Association shall be responsible for the perpetual maintenance of the streets and roadways and stormwater facilities within the Subdivision, unless or until the appropriate governmental body accepts this responsibility from the Association as provided by law.

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

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

"Class A" - Class A membership shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - Class B membership shall be the Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Seventy-Five percent (75%) of the lots are owned by persons or entities other than the Declarant, or when Declarant elects to terminate Class B membership, whichever occurs first.

Section 4. Directors: Notwithstanding anything to the contrary herein, the owners of lots in the Subdivision shall be allowed to elect all directors of the Association on one-vote-per-lot basis and the first election shall be held before more than 50 percent of the lots have been sold or deeded away by the Declarant.

ARTICLE III - ASSESSMENTS

Section 1. Creation of Lien and Owners' Obligation: Each owner of a lot within the Subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other

conveyance, covenants and agrees to pay to the Association, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the lot at the time when the assessment becomes due.

Section 2. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Subdivision. Specifically, but without limitation, the assessments shall be used for the improvement and maintenance of the roadways, stormwater facilities and common areas within the Subdivision, including but not limited to, the payment of taxes, insurance, repair, replacement, maintenance and for the cost of labor, equipment, materials, management and supervision.

Section 3. Annual Assessments: Until changed by the Board of Directors of the Association, the annual assessments per lot shall be One Hundred Fifty Dollars and No Cents (\$150.00). The annual assessment may be increased or decreased by the Board not more frequently than annually. The annual assessments shall begin within one year after construction of the private streets or roads and such other common facilities, which assessments shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement.

Section 4. Change in Maximum Annual Assessment: The Association may change the maximum amount of the annual assessment fixed by Section 3. above prospectively for any annual period, provided that any such change shall be approved by two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of said meeting and which notice shall set forth the purpose of the meeting.

Section 5. Special Assessments: In addition to the annual assessments authorized by Section 3. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement on the common areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of a majority of the votes of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting to determine special assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

Section 6. Quorum: The quorum required for any action authorized by Sections 4. and 5. above shall be as follows: At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4. and 5. hereof, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

Section 8. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

Section 9. Right of Declarant: Notwithstanding anything contained herein to the contrary, Declarant shall be exempt from the payment of assessments against lots owned by Declarant and held for sale in the normal course of business; provided, however, lots owned by Declarant shall be subject to that portion of the annual assessment representing maintenance costs when more than 50 percent of the lots have been sold or transferred by the Declarant and to that portion of the annual assessment representing the contribution to a reserve account when more than 75 percent of the lots have been sold or transferred by the Declarant.

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Committee shall consist of three (3) members appointed by the Board of Directors of the Association.

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

Section 3. Approval Procedures: Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Committee fails to approve or disapprove within said ten (10) day period.

ARTICLE V - USE RESTRICTIONS

The Subdivision shall be occupied and the lots within the Subdivision shall be used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot within the Subdivision shall be further subdivided.

Section 3. No mobile homes shall be allowed on any lot in the Subdivision.

Section 4. No building on any lot shall be located on the site nearer to the front property line, rear property line, interior property line or nearer to the side street line than the minimum building set back lines specified on the recorded plat of the Subdivision. No driveway shall be located nearer than one (1) foot to an interior property line.

Section 5. No dwelling shall be constructed that contains less than 1000 square feet of living area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 6. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time. Boats, trailers, campers or other recreational vehicles shall be parked or stored within the garage or placed behind the residence and shall not be visible from the street which runs in front of the lot.

Section 7. No mailbox, paper box or other receptacle of any kind for use in the delivery or mail, newspapers, magazines or similar materials shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacle shall have been approved in writing by the Committee.

Section 8. No business, trade or commercial activity shall be conducted on any building site.

Section 9. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any animal creating a nuisance or annoyance in the neighborhood shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance.

Section 11. No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 12. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers.

Section 13. All personal property kept on a lot shall be either kept and maintained in a proper storage facility or shall be stored at the rear of the home. However, nowhere on the property shall this provision be construed to permit junk cars, old appliances or the like from being kept anywhere on the property, including in the front, on the side or to the rear of the property. Any personal property, if it is to be stored on the lot, is to be stored in a completely enclosed structure approved by the Committee. Among other remedies and after thirty (30) days' notice to owner, the Association may come upon the lot to remove property being stored in violation of this provision, all at the expense of the owner, which shall constitute a lien against said property. An automobile or other vehicle shall be considered a "junk car" under this provision if it is immobile for a period of thirty (30) days or longer or does not have a current license tag.

ARTICLE VI - COMMON AREAS

Section 1. Members' Easements of Enjoyment: Subject to the provisions of Section 3. hereof, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot. Each owner shall have a perpetual easement for ingress over and across all roads located within the Subdivision.

Section 2. Title to Common Areas: The Declarant shall convey the legal title to the common areas free and clear of any liens within sixty (60) days from the date of these Declarations. The common areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the members.

Section 3. Extent of Members' Easements: The rights of easements of enjoyment created hereby shall be subject to the right and obligation of the Association to dedicate to public

use any street or road in the Subdivision whenever two-thirds of the owners of two-thirds of the property abutting such street or road present a signed petition proposing such dedication to the county or a successor local government and such local government agrees to accept for maintenance the subject street or road as a public right-of-way. Provided, however, that such dedication shall not be permitted unless such dedication is agreed to by two-thirds of the owners of two-thirds of the property abutting such street or road in a signed petition proposing such dedication which is presented to the county or a successor local government and such local government agrees to accept such dedication.

Section 4. Maintenance: The Association shall maintain all common areas within the Subdivision, including specifically all roads, stormwater facilities and entrance areas.

ARTICLE VII - UTILITY EASEMENTS

Declarant reserves unto itself, a perpetual and alienable easement and right on, over and under each lot to erect, maintain and use pipes, wires, cables, conduits, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage facilities or other public conveniences or utilities on, in or over those portions of each lot or the common areas as may be reasonably required for utility line purposes; provided, however, that no such easement shall be applicable to any portion of such lot as may (i) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to this Declaration, or (ii) such portion of a lot as may be designated as the site for a building on a plot plan for erection of a building which has been approved in writing. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

ARTICLE VIII - ENFORCEMENT

All covenants contained in this Declaration concerning the collection of assessments may be enforced only by the Association or Declarant by action at law or in equity to enforce the personal obligation of an owner for the payment of delinquent assessments or foreclosure of the lien against the lot; provided, however, that any such action taken by Declarant shall be commenced in the name of the Association and on its behalf and all recovery of property or money damages shall be for the benefit of the Association. All remaining covenants and restrictions herein contained may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails, be entitled to all costs thereof, including, but not limited to, reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

ARTICLE IX - DECLARANT'S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its transferees, or its or their contractors or subcontractors from doing or performing on all or any part of the Subdivision actually owned or controlled by Declarant or its transferees or upon the common areas, whatever it determines to be reasonably necessary or advisable in connection with the completion of the development of the property, including, without limitation:

- A. Erecting, constructing and maintaining thereon such structures and vehicles as

may be reasonably necessary for the conduct of Declarant's business of completing and establishing the property as a residential community and disposing of the same in lots by sale, lease or otherwise;

B. Conducting thereon its business of completing and establishing the property as a residential community and disposing of the property in lots;

ARTICLE X - AMENDMENTS

Section 1. By Declarant: Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modification shall only be made by Declarant without the requirement of the Association's consent or the consent of the owners' provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Declarant specifically reserves the right to amend or modify this Declaration (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran Affairs, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to protect, clarify, or make internally consistent the provisions herein; and (iv) for any other purpose so long as a member's voting rights are not diluted and its assessments not increased except as provided herein, and so long as its rights to the use and enjoyment of his/her/their lot is not materially altered. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

Section 2. By Owners: Except as provided in Section 3. of this Article, after termination of Class B membership in the Association, this Declaration may be amended by the consent of the owners of at least two-thirds (2/3) of all lots. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

Section 3. Scrivenor's Errors and Nonmaterial Changes: Amendments for correction of scrivenor's error or other nonmaterial changes may be made by Declarant alone until his Class B membership is terminated and by the Board thereafter and without the need of any consent of the owners.

ARTICLE XI - MISCELLANEOUS

Section 1. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the

Association at the time of such mailing.

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

Section 4. Captions, Headings and Titles: Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only, and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

Section 5. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof, and vice versa.

Section 6. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 7. Declarant Obligations: The prevailing party in any litigation involving the obligations of the Declarant to incorporate the Association for the Subdivision or to perform any other action or obligation imposed on the Declarant pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements shall be entitled to recover its reasonable attorneys fees and costs from the non-prevailing party.

Section 8. Leon County: In addition to the requirements provided herein, the provisions required by Subsections 10-1560, 1.(a) through 1.(m) of the Leon County Land Development Code shall not be amended without the written consent and joinder of Leon County, which consent and joinder may be given by the county attorney provided the minimum requirements of said sections have been fully complied with.

Section 9. FHA/VA Approval. As long as there is a Class B membership and there are outstanding any mortgages insured or guaranteed 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, this instrument has been executed by Declarant on this
6th day of October, 2001.

WITNESSES:

Print Name: Bruce I. Wiener

Print Name: Christina L. Bischoff

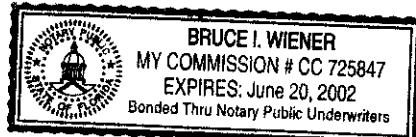
LINDERAND INVESTMENT CORP., a
Florida corporation

By: Jack Green II
Print Name: Jack Green II
Its President

STATE OF FLORIDA,
COUNTY OF LEON.

Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

TOWER OAKS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., by its President, hereby acknowledges the above Declaration and consents to the obligations of the Association as specified therein.

**TOWER OAKS SUBDIVISION HOMEOWNERS
ASSOCIATION, INC.**

By: Jack Green Jr.
Print Name: JACK GREEN II
Its President



EXHIBIT A

R20010096464

RECORDED IN

PUBLIC RECORDS LEON CHTY FL

BK: R2593 PG: 01981

DEC 10 2001 04:15 PM

BOB IHZER, CLERK OF COURTS

Commence at an iron pipe marking the Northeast corner of Section 31, Township 2 North, Range 1 West, Leon County, Florida, and run North 88 degrees 25 minutes 04 seconds West 1322.88 feet to a concrete monument marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 31, thence North 88 degrees 24 minutes 05 seconds West 279.38 feet to a concrete monument on the Southwesterly right of way boundary of State Road No. 63 (U. S. Highway No. 27), thence North 88 degrees 52 minutes 17 seconds West 2352.94 feet, thence run South 01 degrees 48 minutes 48 seconds West 249.84 feet to a concrete monument, thence South 00 degrees 02 minutes 31 seconds East 49.62 feet to a concrete monument on the Westerly right of way boundary of the Seaboard Coast Line Railroad (150 feet right of the way) for the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 30 degrees 20 minutes 08 seconds East along said right of way boundary 2809.10 feet to a concrete monument on the North boundary of the South Half of said Section 31, thence North 88 degrees 16 minutes 16 seconds West along the said North boundary 1105.54 feet to a concrete monument, thence leaving said North boundary run North 01 degrees 06 minutes 06 seconds East 483.98 feet to a concrete monument, thence North 88 degrees 17 minutes 35 seconds West 360.08 feet to a concrete monument, thence North 01 degrees 06 minutes 51 seconds East 1896.87 feet to the POINT OF BEGINNING; Containing 36.05 acres, more or less.

