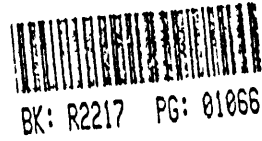


THIS INSTRUMENT PREPARED BY:
JAMES O. SHELTER, Attorney
1700 Thornwood Drive
Tallahassee, FL 32312
(850) 385-0070

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DECLARATION OF RESTRICTIVE COVENANTS

(GLEN HAWK)

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 26th day of January, 1999, by OLSON LANDING, INC., a Florida corporation, whose principal place of business is in Tallahassee, Florida (hereinafter referred to as the "Declarant"), for itself, its successors and assigns.

W I T N E S S E T H :

1. LANDS. The Declarant is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto. Declarant has, or will construct single family residences upon the property. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A" (hereinafter called the "property" or the "lands"), effective as set forth in paragraph 3. below.

2. NAME. The name by which the property shall be known and identified is "GLEN HAWK".

3. SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS. Declarant impresses and imposes upon the property these restrictive covenants, which shall run with the land. This Declaration shall be binding upon Declarant, its heirs and assigns. All restrictions, reservations, easements and cross-easements set forth herein shall be binding upon any grantor and grantee, or its successors in interest as it set forth in full in the instrument of conveyance.

4. DEFINITIONS. The terms used in the restrictions shall have the following meanings:

A. "Single Family Residence" shall mean an unattached or free standing house that serves as a home for one family and may be referred to herein simply as "residences" and owners of residences may be referred to as "residence owners". Single family residences may or may not be built by Declarant on the property.

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B. "Homeowner" means the owner of a single family residence.

C. "Association" means GLEN HAWK HOMEOWNERS ASSOCIATION, INC., a non-profit association, and its successors, which association shall be responsible for the operation, maintenance and management of GLEN HAWK SUBDIVISION. The association shall have the rights, duties and obligations as are set forth in this Declaration; the Bylaws and the Articles of Incorporation.

D. "Bylaws" shall mean such bylaws as are established by the association from time to time.

E. "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against a homeowner.

F. "Property" means and includes the land described in Exhibit "A", and all improvements thereon, together with all easements and rights appurtenant to the property intended for use in connection with the property, and necessary to effectuate the purpose and intent of Declarant as set forth herein.

G. "Lot" means a parcel of property as shown upon the plat of GLEN HAWK upon which one single family home may be constructed. The Property is divided into Lots by the plat that is recorded in the public records of Leon County, Florida.

H. "Common Areas" means those parts of GLEN HAWK that are not a part of a Lot and which are owned and maintained by the Association for the use and the benefit of the Lot owners.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the association provided, however, that where any residence 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 residence.

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In the event the owner of a residence is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

B. Voting Rights: The association shall have two (2) classes of voting members as follows:

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

"Class B" - The Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each Lot owned by Declarant within the subdivision. 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.

6. ASSESSMENTS AND LIENS. Each owner, by the acceptance of a deed for a Lot within the subdivision, whether or not it shall be so expressed in such deed, covenants and agrees to pay the association:

A. Annual assessments or charges as herein set forth and as established by the association; and

B. Special assessments for capital or other improvement or acquisitions, which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees required to collect the same, if any, shall be a lien against the Lot owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such Lot. Assessments shall be made pursuant to the bylaws of the association. No homeowner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the easement areas or

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common areas or by the abandonment of his Lot. The Declarant shall not be obligated for payment of assessments for the Lots it owns within the subdivision. In return for not paying homeowners dues, Declarant shall maintain the entrance and common area until such time as Declarant elects to turn maintenance over to the homeowners association and begins to pay dues on the Lots owned by the Declarant.

7. PURPOSE OF ASSESSMENTS. The assessments levied by the association shall be used to promote and maintain the health, safety and welfare of the members of the association, and in particular, for the improvement and maintenance in a first-class condition and in a good state of repair of the entrances to the subdivision and such other areas which are maintained by the association.

8. DEPOSIT OF ASSESSMENTS. All sums from assessments or related payments shall be collected and held by the association and shall be used for the purposes set forth in these Restrictive Covenants, the Articles of Incorporation, Bylaws or other agreements among the homeowners.

9. AMOUNT OF ANNUAL ASSESSMENTS. The annual assessment per Lot shall be _____ (\$_____) for the year 1999. After the year 1999, the assessment shall be set by a vote of the Board of Directors of the association. The Board of Directors may not increase the annual assessments by more than ten percent (10%) over the previous year's assessments without the approval of 2/3 of the Lot owners.

10. SPECIAL ASSESSMENTS. 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, re-construction, repair or replacement of the improvements or easements within the subdivision. The decision to

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make the special assessment and the amount of the assessment shall be made in accordance with the Articles of Incorporation and Bylaws of the association.

11. COLLECTION OF ASSESSMENTS. Assessments shall be due as determined by the Board of Directors of the Association. Any assessments not paid when due shall accrue interest at a rate of 12% per annum until paid. The association shall be entitled to collect from the residence owner all legal costs including a reasonable attorney's fee incurred by the association in connection with or incident to the collection of such assessment and/or late charges or fees or in connection with the enforcement of the lien resulting therefrom.

12. SERVICE CHARGE OF DELINQUENT ASSESSMENTS. In order to defray the cost of additional bookkeeping, billing and related expenses, all assessments not paid within one month of the date it is due may, upon decision of the Board of Directors of the association, bear a service charge of Five Dollars and No Cents (\$5.00) per month from the due date.

13. EFFECT OF TRANSFER OF TITLE ON ASSESSMENT. The sale or transfer of any residence shall not affect the assessment lien; provided, however, the sale or transfer of any residence pursuant to mortgage foreclosure or any proceedings in lieu thereof 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 owner from liability from any assessment thereafter becoming due or from the lien thereof.

14. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION. In addition to the duties and powers of the association, as here-in above set forth, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the association, the association shall:

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A. Maintain and otherwise manage all the common areas and all improvements and landscaping on the common areas and at the entrances to the subdivision.

B. Maintain and otherwise manage the storm water facilities located on the property until such time as the facilities are dedicated to the appropriate governmental authority.

C. Grant easements where necessary for utilities, cable television and sewer and drainage facilities over the easements or cross-easement areas.

D. Obtain and maintain such policy or policies of insurance as the association may deem necessary or desirable in protecting the interest of the association and its members.

E. Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the association, including a yard maintenance service.

15. EASEMENTS. The following easements shall be deemed to be covenants running with the land with relation to the Lots and the property described in Exhibit "A".

A. Fencing easement along and upon the boundaries of the property. The Declarant may erect a fence upon all or parts of the boundaries of the property. The association may subsequently decide to erect on such boundaries, additional or alternative fencing. The association shall maintain such fences as are erected initially by the Declarant or thereafter by the association. All owners of property in GLEN HAWK will allow the association or its agents or designees the right to go over or upon lots within GLEN HAWK for the

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purpose of construction, maintenance and repair of such fencing.

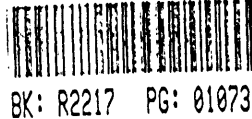
B. Utility easements are reserved through the property as shown on the plat of GLEN HAWK for utility services in order to properly and adequately serve all Lots within the subdivision. Utilities as used in this paragraph shall be given a broad meaning and shall include, but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television and sanitary sewer lines and facilities, and drainage facilities.

16. PARKING. Any boats kept on a Lot within the subdivision shall be stored within the boundaries of the Lot and shall not encroach on the neighboring Lot. No non-operable vehicles shall be parked on any Lot for a period in excess of (7) consecutive days.

17. LAND USE AND BUILDING TYPE. No residence shall be occupied or used except for residential purposes by the owners, their tenants or social guests, except that Declarant may use the residence owned by him for display and sales offices. Home based businesses may be allowed so long as they comply with any and all applicable ordinances and do not cause a traffic or parking problem as may be deemed by the Association.

18. ARCHITECTURAL CONTROL: No building, shed or other structure of any type, including but not limited to fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any lot, nor shall any exterior modification of any residence be made without the prior written approval of the Board of Directors of the association or their designee, except that approval shall be solely with Declarant so long as Class B membership exists. Any owner seeking approval

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shall submit detailed plans and specifications showing proposed locations on the property.

19. NUISANCES. No noxious or offensive activities shall be carried on, in, upon or around any residence or in or upon any easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining homeowners or their tenants or licensees or any of them which shall in any way interfere with the quiet enjoyment of such of the owners, tenants or licensees of his respective living residence or which shall in any way increase the rate of insurance for the property.

20. SIGNS. No sign of any kind shall be displayed to the public view on any residence or any portion of the easement areas, except one sign of customary and reasonable dimension advertising for sale or rent, and except for signs used by Declarant, his business successors or assigns to advertise the property or the residences during the construction and sale.

21. GARBAGE DISPOSAL. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

22. EXTERIOR APPEARANCE OF EACH RESIDENCE. No residence owner may make any alterations or additions to any residence or change the exterior color of any residence without first obtaining the written consent of the Board of Directors of the association approving the plans and specifications for the changes or alterations to be made to the residence or the color of any proposed repainting.

All drapes or curtains visible to the outside of any residence shall have a white backing.

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23. FENCES: Backyard fences may extend from the rear

of the residence to no more than five feet (5') from the back lot line. Side and frontyard fences may extend from the rear side toward the front property line of the residence to no more than one-half of length of the residence. Notwithstanding anything in this paragraph to the contrary, consent of the Architectural Control Committee of the association must be obtained as provided for in the Declaration of Restrictive Covenants before any fence is constructed by any residence owner.

24. RIGHT TO LEASE. The homeowners shall have the right to lease or rent their residence, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Articles of Incorporation, the Bylaws and any rules and regulations of the association.

25. REGULATIONS. Reasonable regulations concerning the use of the property including common easement areas and all other areas which the association maintains, regardless of fee ownership, may be made and amended from time to time by the association. Copies of such regulations and amendments shall be furnished by the association to all owners and residents upon request.

26. PETS. Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free, and it must be on a leash or under the direct control of its owner when it is anywhere on the property other than upon the owner's lot.

27. LIMITATION OF LIABILITY OF ASSOCIATION. Not withstanding the duties of the association, specifically including, but not limited to its duty to maintain and repair the entrances and the common areas, the association shall not be liable to homeowners, their invitees or guests for injury or damage caused by any latent defect or condition of the property owned, or to be

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maintained and repaired by the association or caused by acts of God
or by third parties.

28. ESTIMATES OF COST OF REPAIRS AND RECONSTRUCTION.

Within a reasonable time after a casualty or loss to property for which the association has the responsibility of maintenance and repair, the association shall obtain reasonably accurate estimates of the cost of repairing or replacing the damaged property. The association shall diligently repair or replace the same unless a majority of the homeowners vote to the contrary.

29. ENFORCEMENT OF OBLIGATIONS. Each homeowner shall be

governed by and shall comply with the terms of this Declaration, the Articles of Incorporation of the association, the Bylaws of the association and any regulations adopted by the association. Upon failure of a homeowner to so comply, the Declarant, the association, any mortgagees having a first lien, or other homeowners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs including a reasonable attorney's fee. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant or other provisions of the herein above documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent non-compliance therewith.

30. AMENDMENTS TO DECLARATION.

A. Amendments by Declarant: Until Declarant's Class B membership in the association is terminated as herein provided, Declarant acting alone may amend these Restrictive Covenants, except that prior approval of the Federal Housing Authority (FHA) and Veterans Administration (VA) must be obtained before any additional property is annexed to the subdivision, any common areas are dedicated to a public entity, or the Articles of Incorporation of the association are amended. All other amendments or

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modifications may be made by Declarant without obtaining the prior consent of FHA/VA, the association, or the homeowners; provided, however, that the association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, 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 Board of Directors of the Association.

E. Amendments By Owners: Except as provided in this Declaration, after termination of Class B membership in the association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all residences, together with (ii) the approval or ratification of a majority of the Board of Directors of the association. The aforementioned consent of the homeowners may be evidenced by a writing signed by the required number of homeowners or by the affirmative vote of the required number of homeowners 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.

31. ANNEXATION: As long as Declarant holds Class B voting rights, it may, with prior approval of FHA/VA, elect to annex additional property into the subdivision known as GLEN HAWK; provided, however, such additional property is subject to these or similar Restrictive Covenants.

32. FHA/VA APPROVAL: So long as Class B membership exists, the following actions shall require the prior approval of the Federal Housing Authority and/or Veterans Administration:



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annexation of additional properties to the subdivision; dedication of common areas to public use; and any amendment to the Articles of Incorporation of the association. These restrictions, unless prohibited by rule of law, may be amended from time to time by the association after first obtaining the written consent of two-thirds (2/3) of the then current residence owners.


33. DEVELOPMENT BY DECLARANT. No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any single family residence or other improvements upon the property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the property as may be necessary for the sale, lease or other disposition thereof.

34. ELECTION OF BOARD OF DIRECTORS. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Articles of Incorporation and Bylaws to the contrary, the Declarant shall be entitled to appoint all of the members of the Board of Directors of the association. This right shall continue until the sooner of when: (1) the Declarant formally turns over control to the association; or (2) the Declarant no longer has an ownership interest in the property.

35. TERMINATION OF RESPONSIBILITY OF DECLARANT. At such times as the Declarant sells, conveys or otherwise disposes of his interest in and to all of the Lots, the Declarant shall be relieved of the performance of any duty or obligation hereunder.

36. VARIANCES. Variances for minor deviations from this Declaration may be granted by Declarant or the association at any time to Declarant or any property owner within the property. Variances for such minor deviations, if any, are discretionary.

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37. **TITLES.** The titles of each of the paragraphs or subdivisions thereof contained herein are for convenience only and shall be deemed to have no legal effect.

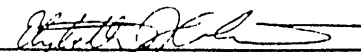
38. **SEVERABILITY.** The invalidity in whole or in part of any covenant, condition, restriction, agreement, provision, section, subsection, sentence, clause, phrase or word contained in this Declaration or in the Articles of Incorporation, Bylaws and regulations of the association shall not affect the validity of the remaining portions.

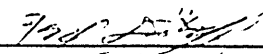
39. **TERMINATION.** Unless sooner terminated according to the manner herein provided, these Restrictive Covenants, but not the easement granted hereby, shall terminate on December 31, 2020.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed the day and year first above written.

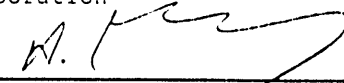
WITNESSES

(Please Type or Print Names Beneath Signatures)


Witness - Elizabeth J. Colvin


Witness - F. Mitchell Corriello

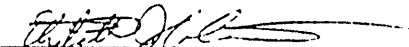
OLSON LANDING, INC., a Florida corporation

By: 

It's Sec./Treasurer

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Declaration of Restrictive Covenants pertaining to GLEN HAWK was acknowledged before me by Hossein Ghazvini, as Sr. Treasurer of OLSON LANDING, INC., a Florida corporation, who is personally known to me, and who did not take an oath, on this 26th day of January, 1999.


NOTARY PUBLIC -

My Commission Expires:



Elizabeth J. Colvin
MY COMMISSION # CC107335 EXPIRES
January 13, 2002
BOARD OF PROFESSIONAL REGULATION

TOWNSHIP 1 NORTH,
RANGE 1 EAST,
LEON COUNTY, FLORIDA

EXHIBIT A

DEDICATION
STATE OF FLORIDA
COUNTY OF LEON

Know all men by these presents that Odeon Landng, Inc. (a Florida corporation organized and existing under the laws of the State of Florida), the owner in fee simple of the land shown hereon, plotted as GEM HAWK (Formerly known as ODEON LANDING PHASE 1), and more particularly described as follows:

A tract of land lying in Section 8, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 5, Township 1 North, Range 1 East, Leon County, Florida and run North along the Easterly boundary of said Section 9 a distance of 33.50 feet to a re-rod (marked #6344) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 15 minutes 33 seconds West along the Easterly boundary of said Section 9 (as monumented) and along the Westerly boundary of Stonegate Subdivision (recorded in Plat Book 7, Page 39 of the Public Records of Leon County, Florida) (as monumented) a distance of 339.56 feet to a re-rod, thence run North 00 degrees 10 minutes 39 seconds East along said Easterly boundary (as monumented) of said Westerly boundary (as monumented) a distance of 127.39 feet to a re-rod (marked #5544). Thence run West 85.230 feet to a re-rod (City of Tallahassee) lying on the Easterly right-of-way boundary of Odeon Road, thence run South 00 degrees 07 minutes 44 seconds East along said Easterly right-of-way boundary 467.22 feet to a re-rod (marked #732), thence along said right-of-way boundary run North 89 degrees 58 minutes 57 seconds East 851.28 feet to the POINT OF BEGINNING containing 9.46 acres, more or less.

- Now caused said lands to be divided and subdivided as shown hereon and does hereby dedicate the following:
- 1) To the perpetual use of the Public of roads, streets, and other right-of-ways and all appurtenances for utility, drainage and other purposes incident thereto as shown hereon.
 - 2) To the GEM HAWK Home Owners Association, Inc. all Open Spaces and construction easements as shown and depicted hereon.
 - 3) To the City of Tallahassee, the Stormwater Management Area as shown and depicted hereon.

THIS THE _____ DAY OF _____ A.D. 19__

AUTHORIZED SIGNATURE
Hossein Chezwinl
President

WITNESS

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEON
I, _____ day of _____
before me this _____ day of _____
A.D. 1992, personally appeared Hossein Chezwinl, President of ODEON LANDING, INC., a Florida Corporation, on behalf of the corporation, who is personally known to me or who provided an acknowledgment and acknowledged that they executed the foregoing dedication freely and voluntarily for the uses and purposes therein stated and did take on oath.

NOTES
1. This
2. The

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