

Courtesy of Stewart Title of Tallahassee, Inc. (850) 422-2960

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREY'S RUN**

THIS DECLARATION, is made and executed this 9 day of January, 2004 by **Allen Weldon** whose address is **6409 Woodville Highway, Tallahassee, FL 32305**, hereinafter referred to as "Declarant".

WITNESSETH:

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

NOW THEREFORE, Declarant hereby declares that all of the properties described in "Exhibit A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all persons 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 GREY'S RUN HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit 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 Grey's Run shall mean and refer to the plat of Grey's Run, to be recorded in the Public Records of Leon COUNTY, Florida, representing the Grey's Run subdivision.

Section 5. "Lot" shall mean and refer to each lot designated on the Plat of Grey's Run.

Section 6. "Declarant" shall mean and refer to Allen Weldon. Or its 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.

Section 7. "Common Area" (Drainage, Landscape, and Pedestrian Easements) depicted on the Plat of Grey's Run which have not been dedicated and accepted by the local governmental authority will be maintained by the Grey's Run Homeowner's Association and cannot be fenced to obstruct the purpose for which they were created.

All costs associated with the utilities servicing the Landscape Easement will be the responsibility of the Homeowner's Association.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS
PROPERTY 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 that is subject to assessment.

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Section 2. 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 be held at such time as one hundred percent (100%) of the Lots have been constructed on and deeded to third parties.

Section 3. On all issues except election of directors and amendment of this Declaration of Covenants, Conditions and Restrictions, the Association shall have two (2) classes of voting membership:

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

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when all lots are sold to third parties.

Section 4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights 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 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 5. 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.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. 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 annual and special assessments or charges as provided for hereinafter. Annual assessments shall be on a calendar year basis. 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. The Declarant is exempt from assessments for any lots which are undeveloped or developed but never occupied.

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 property and for:

- (i). the enforcement of the provisions of this Declaration on behalf of the Association.
- (ii). the maintenance of an entrance sign, if applicable
- (iii). improvements and maintenance of the Common Area, if applicable
- (iv). street lighting, if applicable

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$200 per lot.

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- (a) From and after January 1 of the year the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without the vote of the membership.
- (b) The maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting called for that purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. 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 enforcing this Declaration on behalf of the Association or the cost of any construction, reconstruction, repair, or replacement of the entrance sign or an 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 Area.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of written proxies, signed by the respective members, 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 provision or Special Assessment provision shall be as follows: At the first meeting called, as provided in those provisions, the presence at the meeting of members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required number is not present 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. Except as otherwise set forth herein, both annual and special assessments 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.

Section 7. Date of Commencement of Annual Assessments; Due Date. The Board of Directors shall determine the commencement date for the annual assessments. The first annual assessments shall be adjusted according to the number of months remaining in such calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto.

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 of eight percent (8%) per annum. The Association shall be entitled to collect from the Owner all legal costs, including a reasonable attorneys' fee, incurred by the Association in connection with or incident to 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 to 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.

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. Except as otherwise provided for herein, the sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 10. Sale or Transfer of a Lot.

(a). Notwithstanding the foregoing provisions, upon the sale or transfer of a lot in a bona fide transaction for fair and adequate consideration, the lien for any unpaid annual or special assessments against such lot for any year or years prior to the year in which the sale or transfer occurs shall be extinguished unless a notice of the lien for such unpaid assessments is filed for record in the Public Records of LEON COUNTY, Florida, prior to the recording in these Public Records of the deed of conveyance or transfer from the owner of the lot who was the owner at the time the assessment was levied. The notice of lien shall recite therein the name of the record owner of the lot at the time the assessment was levied, the legal description of the lot affected by the lien and the original amount of the assessment. The failure to file such notice of lien shall not affect the personal obligation therefore as set forth in this Declaration nor shall it affect the lien against the lot for so long as the owner of the lot at the time the assessment was levied retains a record ownership interest in said lot other than that held as the holder of a security deed.

(b). In the event there is an unpaid annual or special assessment which was levied during the calendar year in which the lot is sold or transferred prior to such sale or transfer, and no notice of lien was filed prior to the filing of the deed of conveyance or transfer in said Public Records, such assessments shall be prorated as of the date of the sale or transfer and the new owner's pro rata share of such assessment shall continue as a personal obligation and as a lien on the lot as otherwise provided for in this Declaration and the remaining portion of said assessment shall not be the personal obligation of the new owner nor be a lien on said lot; provided however, that such remaining portion shall continue as a lien upon such lot if the Seller or transferor retains an ownership interest in the lot other than that held as the holder of a security deed.

Section 11. 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, provided however no land or improvements devoted to dwelling use shall be exempt from said assessments. Notwithstanding the foregoing the Declarant is exempt from assessments for any lots that are either undeveloped or developed but never occupied.

ARTICLE IV EASEMENTS AND DEDICATION

Section 1. Roadway, Utility, Drainage, Access, Natural Buffer and Fence Easements. The Declarant hereby reserves, excepts, imposes, grants and creates nonexclusive, 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 if and as depicted on the Plat of Grey's Run.

Section 2. Maintenance and Interference. Each easement provided for herein shall be maintained by the Association unless and 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 the roadway, utility, access and drainage easements, no structure, planting or other material which may interfere with the use and purpose of the easements shall be placed or permitted to remain.

Section 3. Drainage. A nonexclusive easement shall exist in favor of Declarant and the Association, and their designees, over, across and upon the Property for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Property (including Lots and Homes) in order to construct, maintain or repair, as necessary, any water management areas and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage of the Property and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the

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Property and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Declaration. Lot setbacks, described in Article VIII of this Declaration, shall serve as prescriptive drainage cross-easements allowing uphill and adjacent properties stormwater access to the master stormwater facilities. Each Owner shall use reasonable efforts to direct storm and surface water from such Owner's Lot to the stormwater management facility without increasing the stormwater impact to adjacent Lots.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, outbuilding or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, 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) but not more than five (5) 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 thirty (30) 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. The initial Architectural committee shall be Allen Weldon, Douglas E. Turner, and Fred Saxon. With the exception of the initial members, each member of the Architectural Committee must be an Owner. Thereafter, all members shall serve as the pleasure of the Board of Directors of the Association.

The Architectural committee may issue "Builder Guidelines" in order to more specifically identify the building requirements.

ARTICLE VI SUBDIVISION OF LOT

Except as set forth below, 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 by local governing authorities. Such approval shall be at the sole discretion of the Declarant.

ARTICLE VII DWELLING SIZE

The heated and cooled square footage of any home shall not be less than 1,600 square feet, and for any two-story homes no less than 1,200 square feet on the first floor.

ARTICLE VIII 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 20 feet to the front Lot line; nearer than 25 feet to the rear Lot line; nearer than 7.5 feet to a side-interior Lot line; or any combination of set backs that equals at least 15 feet provided that no such set back shall be less than 5 feet; nor nearer than 15 feet to a side street. 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. The location and design of any fence must be approved by the Architectural Committee in accordance with the provisions of this Declaration. Fencing shall start at the rear corner of a building and proceed to the side and rear yard. 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

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residence shall face the street. No landscaping or other improvement which obstructs horizontal sight lines 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, which distance, in the case of a rounded corner, shall be measured from the point formed by the extension of the street line to form an angle instead of a curve. The same obstruction of sight line provisions 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 IX NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision also applies to the common area.

ARTICLE X GARAGES AND CARPORTS, TEMPORARY STRUCTURES

Each building on a lot indicated on the Plat of Grey's Run shall have a functional garage attached thereto, which shall be designed to accommodate the parking of at least 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 or more homes at any given time to be used as sales models, which may have the garage enclosed for use as a sales office, which shall be converted to a functional garage, when the respective sales model is sold and closed.

No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, however, a storage building that is not visible from the street and that is constructed of materials and painted in a color, similar to the material and color of the home on that lot, may be approved by the Architectural Committee.

ARTICLE XI 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 XII ANIMALS

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 they are not kept on a chain, but are kept indoors or within a fenced in rear yards. No dogs of a fighting breed or dogs kept for security may be kept outdoors except in the presence of the owner. Loud and consistently barking dogs shall not be allowed. The association may adopt and implement regulations and rules governing pets within the properties.

ARTICLE XIII RADIO AND TELEVISION ANTENNA, SPORTS EQUIPMENT AND TANKS

No exterior radio, television or satellite-dish antenna may be installed on any portion of the Properties unless such installation and the size, color and design of the antenna have been approved by the Architectural Committee. Sports and play

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motorized vehicles designed so as not to disturb the neighborhood, such as electric golf carts, for transportation.

ARTICLE XIX 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 XX GENERAL PROVISIONS

Section 1. Enforcement and Attorneys' Fees. 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 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, which shall remain in full force and effect.

Section 3. Annexation. Additional residential property and common areas may be annexed to the Properties by 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 and its construction activities, 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. Duration/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Public records of LEON COUNTY, Florida, at the end of which period it shall be extended for successive periods of ten years each, unless at least two-thirds (2/3) of the Owners at the time of expiration of said initial period, or any extension period, shall sign an instrument signed in which said covenants and restrictions are removed or modified in whole or in part, which instruments shall be filed for record in the appropriate LEON COUNTY Public Records and in the manner then provided by law. 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. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive this Declaration for any purpose or purposes, at any time and in whole or in part.

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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 location of the tank is approved by the Architectural Committee.

ARTICLE XIV MAIL BOXES

No mail or paper box or other receptacle of any kind for the use of delivery 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 XV 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 the provisions of this Declaration. 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. during weekdays excluding holidays.

ARTICLE XVI 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, unless otherwise approved by the Architectural Control Committee. The pursuit of hobbies or other activities including but not limited to, work on vehicles or other mechanical devices and woodworking, which tend to result in disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken except within an enclosed garage.

ARTICLE XVII ACCESS TO OTHER PROPERTY

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

ARTICLE XVIII 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

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Section 6. FHAVA Approval. As long as there is a Class B membership, the following actions will require prior written approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties to be subject to this Declaration, dedication of any Common Areas, 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
[Signature]
Signature

Allen Weldon

RS Register
Print or Type Name

[Signature]
Signature

Tommy J. Davis
Print or Type Name

[Signature]
Signature

[Signature]

Brenda Motto
Print or Type Name

[Signature]
Signature

Bobbie Yaning
Print or Type Name

STATE OF FLORIDA
Leon COUNTY

The foregoing instrument was acknowledged before me this 9 day of Jan. 2003 by Allen Weldon, who is personally known to me/presented _____ as identification, and who did not take an oath.

[Signature]
Signature

Print or type name.
NOTARY PUBLIC
My Commission #
Expires:



Judi B. Billingsley
MY COMMISSION # DD047512 EXPIRES
August 5, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

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2844 Pablo Avenue
Tallahassee, Florida 32308
Phone: (850) - 385-1179
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PROFESSIONAL SURVEYING AND ENGINEERING

ANA Project No. 4368-001
November 06, 2003

GREY'S RUN
(Product of Field Survey)

Begin at an axle marking the Northwest corner of Section 1, Township 1 South, Range 1 East Leon County Florida and run thence North 87 degrees 23 minutes 03 seconds East (Bearing Base) a distance of 1289.82 feet to a 4" x 4" Leon County concrete monument on the Westerly right of way of March Road; thence South 02 degrees 09 minutes 26 seconds East along said right of way a distance of 516.15 feet to a found iron rebar and cap; thence leaving said Westerly right of way run South 87 degrees 00 minutes 35 seconds West a distance of 1286.25 feet to a found concrete monument; thence North 02 degrees 33 minutes 22 seconds West a distance of 524.58 feet to the POINT OF BEGINNING, containing 15.39 acres more or less.