

**DECLARATION OF RESTRICTIONS, COVENANTS,
EASEMENTS AND RESERVATIONS**

This Declaration is made this 6th day of ~~August~~ ^{September}, 1994, by Robert A. Hand, Wendi Hollister, Jonny Carroll, Paul Porretto, Patrick Mahoney, Dennis Croy, Charles Corbin, Norma Virginia Hand, Lucia Delphinus, Timothy Phillips and Carolyn Sherrell, as the Rio Paz Partnership, and William C. Mansfield, III, hereinafter "Declarants."

RECITALS

1. The Declarants are the owners of the real property described in Exhibit "A," attached hereto.

2. The Declarants intend to provide for any properly approved maintenance of common roadway easements and common areas and facilities on the property described in Exhibit "A," attached hereto, and for that purpose to impose the herein described restrictions, covenants and reservations upon the real property described in Exhibit "A," attached hereto.

NOW THEREFORE, the Declarants hereby impose the herein described restrictions, covenants and reservations upon the real property described in Exhibit "A," attached hereto. All such encumbrances shall run with the land and shall be considered a part of any and all conveyances, transfers, leases and other documents affecting all or any part of the property herein described whether or not specifically set forth therein.

RESTRICTIONS, COVENANTS, EASEMENTS AND RESERVATIONS

1. Title to the common park area as shown on the plat submitted to the Wakulla County Commission for final approval shall be transferred to the Rio Paz Homeowners Association, Inc. Each Member of Rio Paz Homeowners Association, Inc., shall have a right and easement for use and enjoyment of the park for recreational purposes. Such easement shall also apply to the guests of members when accompanied by a member, and members' dependents and residential lessees of a member. No member shall bring an action to partition any common area.

2. Properly authorized expenses for maintenance of common areas and roadway easements shall be divided equally among the members as provided in the Articles of Incorporation and Bylaws of the Rio Paz Homeowners Association, Inc., and each member shall be responsible for payment of its share. Any such amount not paid by a member within thirty (30) days of notice of the charge shall become a lien upon that part of the property described in Exhibit "A," attached hereto, owned by the non-paying member, and shall also constitute a personal obligation of the non-paying member. All such assessments are for the

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improvement and maintenance of the members property and any liens resulting therefrom shall be superior in priority to any claims of homestead status.

3. Every owner of a possessory interest in any part of the property described in Exhibit "A," attached hereto, other than a leasehold interest shall become a member of the Rio Paz Homeowners Association, Inc., and every member shall cause any person purchasing such an interest from them to become a member as part of the purchase of that interest. Membership shall be allowed only as a appurtenance to a possessory interest in a part of property described in Exhibit "A," attached hereto, other than a leasehold interest and shall not be separated from ownership of such an interest.

4. There shall be a conservation easement on the property described in Exhibit "A," attached hereto, which shall cover a two hundred (200) foot strip immediately adjacent and running parallel to the boundary between the described property and the Wakulla River. In this easement there shall be a restriction on the building of any structure other than walkways, docks, boathouses, picnic tables and other related structures allowed by appropriate governmental authorities. All other development rights in the land covered by the conservation easement except the right to construct and maintain walkways, docks, boathouses, picnic tables and other related structures are hereby reserved to Wakulla County, Florida, to be held by the County and not used by any entity.

IN WITNESS WHEREOF, the Declarants have caused the execution hereof.

Robert A. Hand
Robert A. Hand as Managing
Partner, Rio Paz Partnership.

Mary S. Richardson
Lynn B. Runkle
Lynn B. Runkle

STATE OF FLORIDA
COUNTY OF Leon

This day personally appeared before me, the undersigned authority, Robert A. Hand whom produced Id. Documents as identification and whom acknowledged that they executed the foregoing contract freely, voluntarily and for the purposes herein expressed.

WITNESS my hand and official seal affixed this 1st day of September, 1994.



LYNN B. RUNKLE
MY COMMISSION # 394359 EXPIRES
July 20, 1998
BOND: 7500 TRUST FIDELITY INSURANCE, INC.

Lynn B. Runkle
Notary Public
State of Florida
LYNN B. RUNKLE
Print or Type
Commission No.: 394359
My Commission expires: 7/20/98

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William C. Mansfield III witness

Will J. Richardson
WILL J. RICHARDSON sign
Will J. Richardson sign

STATE OF FLORIDA
COUNTY OF LEON

This day personally appeared before me, the undersigned authority, WILLIAM C. MANSFIELD III whom produced Deed as identification and whom acknowledged that they executed the foregoing contract freely, voluntarily and for the purposes herein expressed.

WITNESS my hand and official seal affixed this 6th day of September, 1994.

Will J. Richardson
Notary Public
State of Florida
WILL J. RICHARDSON
Print or Type
Commission No.
My Commission expires



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EXHIBIT "A"

Commence at an old concrete monument marking the Southeast corner of Section 29, Township 3 South, Range 1 East, Wakulla County, Florida, and thence run South 89 degrees 27 minutes 15 seconds West along the South boundary of said Section 29, a distance of 2491.45 feet to an old concrete monument on the Northeasterly edge of the Wakulla River for the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 27 minutes 15 seconds East along the South boundary of said Section 29, a distance of 2041.22 feet to a concrete monument, thence run North 1276.49 feet to a concrete monument on the Northerly right-of-way boundary of a 200.00 foot Florida Power Corporation powerline easement, thence run North 85 degrees 20 minutes 32 seconds West along said Northerly right-of-way boundary 3364.03 feet to a concrete monument, thence run South 02 degrees 46 minutes 40 seconds West 30.00 feet to a concrete monument, thence run South 46 degrees 40 minutes 48 seconds West 676.91 feet to a concrete monument on the Northeasterly edge of said Wakulla River, thence run Southeasterly along said River's edge 2171.98 feet, more or less, containing 99.26 acres, more or less.

SUBJECT TO a Florida Power Corporation power line easement over and across the Northerly 200.00 feet thereof.

DEED RESTRICTIONS:

1. In the event that the subject property conveyed herein shall become annexed into the Wakulla River Club, Inc., then grantee, and grantee's heirs, successors and assigns forever, shall abide by all of the restrictions placed upon lot owners within Wakulla River Club, Inc. and grantee and each purchaser from grantee shall pay into the Club's capital improvement fund, \$1,000.00 for each parcel entitled to Club membership. Said \$1,000.00 shall be paid upon the acquisition of each parcel from grantee.
2. Unless the property conveyed herein is annexed into the Wakulla River Club, Inc., no subdivision of the property into tracts of less than five (5) acres shall be allowed.
3. No trailers, mobile homes, or manufactured housing shall be allowed on the property.
4. In the event of annexation of the property into Wakulla River Club, Inc., grantee and grantee's heirs, successors and assigns, shall pay one-half of the cost necessary to improve the existing roadway beginning at the South end of River Plantation Road and ending at the North property line of the property conveyed herein. Grantee and Grantee's heirs, successors and assigns further agree that upon an annexation into the Wakulla River Club, Inc., that grantee and grantee's heirs, successors and assigns shall deed the aforesaid roadway to the Wakulla River Club, Inc. in order to facilitate use of said roadway by all members of Wakulla River Club, Inc.

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