

THIS INSTRUMENT PREPARED BY:

JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

67927

DECLARATION OF RESTRICTIVE COVENANTS
OF RUSTLING PINES, AN UNRECORDED SUBDIVISION

CROSSLAND TIMBER COMPANY, INC. and L. A. McLEAN, II are the owners of the property described in Exhibit "A" attached hereto and located in Wakulla 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 owners, their 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 CROSSLAND TIMBER COMPANY, INC. and L. A. McLEAN, II, the owners of the property described in Exhibit "A".

2. "Association" shall mean and refer to RUSTLING PINES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 128, Page 397 of the Public Records of Wakulla County, Florida.

4. "Lot" shall mean a parcel of that property which has been divided into "lots" as shown on the unrecorded plat of RUSTLING PINES dated October 28, 1986, and prepared by EDWIN G. BROWN & ASSOCIATES, INC.

5. "Maintenance" shall mean the exercise of reasonable care to keep the roads, landscaping, drainage, storm water detention facilities and other related improvements in their original condition, normal wear and tear excepted.

6. "Member" shall mean every person or entity that holds membership in the Association.

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7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots to be shown on the plat to be recorded.

8. "Owner" shall mean the record owner, whether one (1) or more persons or entities, of a legal or beneficial interest in a lot, and shall include purchasers under Contracts for Deed, but shall not include those holding title as security for the performance of an obligation, nor shall it include Declarant.

ARTICLE II - MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION

1. 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 lot as shown on the plat of the subdivision 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.

2. 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 the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE III - ASSESSMENTS

1. Liens and Personal Obligations of Assessments: Each owner of a lot by acceptance of his deed for such lot,

whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the year 1987, shall be Thirty-Five Dollars and No Cents (\$35.00) for each lot in the subdivision. For the year 1988, and each subsequent year, the annual assessment may be increased by a vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year. If one (1) owner buys more than one (1) lot, the additional lots will be assessed at Fifteen Dollars and No Cents (\$15.00) per year as long as they remain in the original ownership. If sold, the lots shall be assessed at Thirty-Five Dollars and No Cents (\$35.00) per lot.

3. Special Assessment: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or in part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by a majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of lots each owner owns by the total number of lots in the subdivision.

4. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date 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.

5. 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.

ARTICLE IV - EASEMENTS

Each lot extends to the middle of a sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 128, Page 397 of the Public Records of Wakulla County, Florida. Each deed from the Declarant will grant to the owner, nonexclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the warranty deed. Within the easement described in the Public Records, no structure, plant or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V - USE RESTRICTIONS

The use of the property within the subdivision shall be restricted as follows:

1. Each lot shall be used as a residence for a single family and for no other purpose. No lot shall be subdivided into smaller lots.

2. No mobile home that is five (5) years or older, regardless of size, shall be placed within the subdivision until approved by the Declarant. Approval shall be based on compliance with these restrictions and location on the property. Approval shall not be arbitrarily withheld. If the Declarant sells all of the property it owns within the subdivision without appointing a successor to exercise the powers provided in this paragraph, the

Homeowners Association shall appoint a committee as successor to the Declarant.

3. Out buildings or accessory buildings are permitted as long as construction of the buildings is compatible with the construction and appearance of the main residence.

4. No building or residence shall be located nearer than thirty (30) feet from the centerline of any roadway and shall otherwise comply with all county setback regulations. No trees shall be cut within five (5) feet of the back or side property lines of any lot, except for the purpose of building a fence along the property line or to clear roadways to adjoining property owned by a member.

5. All conventionally built homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages. Mobile homes shall have no size restrictions; however, no campers or motor homes shall be located on the property to be used as residences.

6. No mobile homes shall be placed on any lot unless such mobile home has been manufactured by a company engaged in the manufacture of mobile homes. It is the intention of this restriction to prohibit the location of any "homemade" mobile home on any lot. It is required, and shall be the responsibility of the owner, to provide complete ground to floor skirting for the mobile home or modular home. This skirting is to be installed within four (4) weeks from the date of moving the mobile or modular home onto the lot.

7. No foul or hogs shall be kept on any of the lots within the subdivision, nor shall any animal be kept on any lot that causes nuisance or annoyance because of noise or smell.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall any act be committed which would constitute an annoyance or nuisance to the other residents in the subdivision or to the general public.

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9. No commercial advertising except for "for sale" or "for lease" display signs shall be permitted within the subdivision, except that the Declarant or its agents may erect such display signs as may reasonably be required for development and sale of the lots.

10. The owner of each lot shall keep the lot mowed regularly and clear of any unsightly objects. In the event the owner of any lot within the subdivision breaches this restriction, the Declarant reserves the right to enter upon the lot and to mow the grass, clean up the lot and remove unsightly structures and objects; and the owner of the lot shall be liable for the payment of the cost incurred by the Declarant.

11. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport and shall not be visible from the street.

12. All boats and travel and utility trailers shall be stored and placed neatly in a garage, carport or in the rear of the lots.

13. All clothes lines and playground equipment, including but not limited to, swingsets, merry-go-rounds, or other yard toys, satellite dishes and antennas shall be located in the rear yard of the residence and not in the front yard.

14. There shall be no television or radio antennas or aerials erected on the street side of the residence.

ARTICLE VI - WAIVER

So long as the Declarant owns any property within the subdivision, Declarant shall have the authority to waive the enforcement of any of the provisions of Article V, so long as strict enforcement would result in unnecessary hardship. Once the Declarant has sold all of the property owned by Declarant within the subdivision, this right to waive enforcement of the Use Restrictions in Article V shall be conferred to the Association.

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ARTICLE VII - ENFORCEMENT

The Declarant; RUSTLING PINES HOMEOWNERS ASSOCIATION, INC.; or the owner of any lot subject to these restrictions, may bring an action to enforce these restrictions in any court of competent jurisdiction.

ARTICLE VIII - EFFECT

Each and every conveyance of any lot in this subdivision is expressly made subject to the provisions herein, whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this 14th day of January, 1987.

WITNESSES:

CROSSLAND TIMBER COMPANY, INC.

Genar F. Strickland
James O. Sheffer
Nancy Barkley
Jules

By: Leonard C. Hassell
LEONARD C. HASSELL,
Its President

L. A. McLean, II
L. A. McLEAN, II

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing document was acknowledged before me by LEONARD C. HASSELL as President of CROSSLAND TIMBER COMPANY, INC. on this 14th day of January, 1987.

Genar F. Strickland
NOTARY PUBLIC
My Commission Expires: _____

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing document was acknowledged before me by L. A. McLEAN, II on this 14th day of January, 1987.

L. A. McLean, II
NOTARY PUBLIC
My Commission Expires: _____
My Commission Expires: _____

JMB2/gfs
R.01/08/87

**EDWIN G. BROWN
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

EDWIN G. BROWN, PLS
JAMES T. RODDENBERRY, PLS

COURT HOUSE SQUARE
P.O. Box 625
CRAWFORDVILLE, FLORIDA 32327
(904) 926-3016

January 6, 1987

RUSTLING PINES

OVERALL (59.53 ACRES)

I hereby certify that this is a true and correct representation of the following described property and that this description meets the minimum technical standards for land surveying (Chapter 21-HH-6, Florida Administrative Code).

Begin at a concrete monument and lightwood post marking the Southwest corner of Lot 36 of the Hartsfield Survey of Lands in Wakulla County, Florida, and thence run North 18 degrees 42 minutes 43 seconds West along the West boundary of said Lot 36, a distance of 1650.56 feet to a concrete monument, thence run North 71 degrees 12 minutes 15 seconds East 1385.96 feet to a concrete monument, thence run South 14 degrees 51 minutes 18 seconds East 474.59 feet to an iron pipe, thence run North 75 degrees 13 minutes 16 seconds East 466.62 feet to an iron pipe on the Westerly right-of-way boundary of State Road No. 365, thence run South 14 degrees 48 minutes 32 seconds East along said Westerly right-of-way boundary 381.74 feet to a concrete monument marking a point of curve to the right, thence run Southeasterly along said Westerly right-of-way boundary and along said curve with a radius of 5679.58 feet thru a central angle of 01 degrees 26 minutes 33 seconds for an arc distance of 143.00 feet to an iron pipe, thence run South 71 degrees 38 minutes 26 seconds West 208.00 feet to a concrete monument, thence run South 10 degrees 45 minutes 15 seconds East 627.52 feet to an iron pipe on the South boundary of said Lot 36, thence run South 71 degrees 10 minutes 00 seconds West along said South boundary 1487.11 feet to the POINT OF BEGINNING containing 59.53 acres, more or less.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.


EDWIN G. BROWN
Registered Land Surveyor
Florida Certificate No. 2919

86-160

EXHIBIT "A"

OFF. REC. 128 PAGE 407

THIS INSTRUMENT PREPARED BY:
JAMES O. SHELFER, Attorney
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS OF RUSTLING PINES, AN UNRECORDED SUBDIVISION

THE UNDERSIGNED are the owners of the property described in Exhibit "A" and located in Wakulla County, Florida. The purpose of this document is to amend paragraph no. 7. of Article I - Definitions, and paragraph no. 5. of Article V - Use Restrictions, of the Declaration of Restrictive Covenants of RUSTLING PINES, an Unrecorded Subdivision, dated January 14, 1987, and recorded February 10, 1987, in Official Records Book 128, Page 400 of the Public Records of Wakulla County, Florida.

NOW, THEREFORE, the undersigned, being the owners of the property described in Exhibit "A", hereby amend paragraph no. 7. of Article I - Definitions, of the Declaration of Restrictive Covenants referred to above as follows:

7. "Subdivision" shall mean the property described in Exhibit "A" as dividing into lots as shown on the unrecorded plat of RUSTLING PINES.

Paragraph no. 5. of Article V - Use Restrictions, of the Declaration of Restrictive Covenants referred to above is hereby amended as follows:

5. All conventionally built homes and all mobile homes shall contain at least seven hundred (700) square feet of heated and cooled area, exclusive of porches and garages. No campers or motor homes shall be located on the property to be used as residences.

All other provisions of the Declaration of Restrictive Covenants as referred to above not modified by this Amendment shall remain in full force and effect.

DATED this 9th day of February, 1987.

WITNESSES:

[Signature]
Nancy Beacham

CROSSLAND TIMBER COMPANY, INC.

By: *[Signature]*
LEONARD C. HASSELL,
Its President

REC 129 PAGE 976

WITNESSES:

Nellie Bone
Nancy Seavary

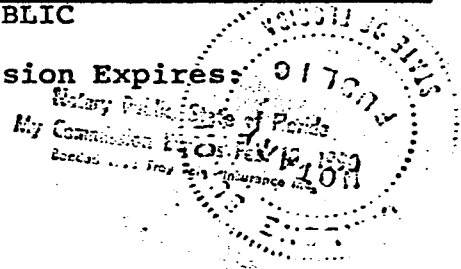
L. A. McLean, II
L. A. McLEAN, II

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing document was acknowledged before me by
LEONARD C. HASSELL as President of CROSSLAND TIMBER COMPANY, INC.
on this 9th day of March, 1987.

Nellie Bone
NOTARY PUBLIC

My Commission Expires: 01/17/88

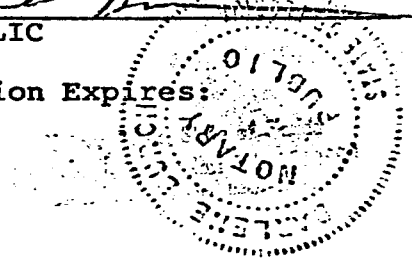


STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing document was acknowledged before me by
L. A. McLEAN, II on this 9th day of March, 1987.

Nellie Bone
NOTARY PUBLIC

My Commission Expires: 01/17/88



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OFFICE OF THE CLERK
TALLAHASSEE, FLORIDA

**EDWIN G. BROWN
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

EDWIN G. BROWN, PLS
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COURT HOUSE SQUARE
P.O. Box 625
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January 6, 1987

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Florida Certificate No. 2919

86-160

EXHIBIT "A"

OFF. REC. 129 PAGE 978