

**SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC.
DECLARATION OF COVENANTS AND RESTRICTIONS**

**STATE OF FLORIDA
COUNTY OF LEON**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 12th day of December, 1985, by VERN WILLIAMS AND JANE CRUTCHFIELD, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a non-profit corporation, SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

6331

ARTICLE I

DEFINITIONS

Declaration (unless the context shall prohibit) shall have the following meanings:

a) "Association" shall mean and refer to **SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC.**

b) "Board" shall mean and refer to the Board of Directors of the **SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC.**

c) "Common Properties" shall mean and refer to those portions of the properties not included in the Lots, including but not limited to, roads and storm water control facilities.

d) "Developer" shall mean **J. VERN WILLIAMS AND JANE CRUTCHFIELD** or its assigns or successors in interest.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.

f) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and is more particularly described per recorded plat, recorded in Official Records of Wakulla County, Florida, Plat Book 2, Page 74.

ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. **Enforcement.** Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

Section 2. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as a member.

Section 3. **Voting Rights.** The Association shall have one class of voting membership:

The members shall be all those owners as defined in Article III, Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Article III, Section 2. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Until such time as 50% of the total lots available to be developed and sold in **SPRINGWOOD** are sold and not owned by the Developer, on January 2, 1987, whichever occurs first, the Board of Directors of **SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC.** shall consist of three members. The Developer may place himself or any other representative he chooses on the Board during this period.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Owner of any lot including the Developer, by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of the roads.

Section 3. **Amount of Annual Assessments.** Until January 2, 1987 the annual assessment, shall be \$100.00 per lot. From and after January 2, 1987, the annual assessment may be increased by majority vote of the members as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser amount.

Section 4. **Modifications of These Covenants and Restrictions.** These Covenants and Restrictions may be modified only by a majority vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

ARTICLE VI

GENERAL PROVISIONS

Section 1. No more than one (1) home shall be placed on any lot. Leasing or subleasing of a mobile home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Covenants and Restrictions.

Section 2. No home placed on any lot shall violate the setback restrictions of the Wakulla County Zoning Regulations or any other regulatory body.

Section 3. Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite.

Section 4. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected.

Section 5. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 6. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

Section 7. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of ten (10) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 8. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

Section 9. The Developer hereby reserves unto themselves, their successors, legal representatives, and assigns, a

perpetual alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said Developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

Section 10. SPRINGWOOD HOMEOWNERS' ASSOCIATION, INC. by execution hereof agrees to be bound by the terms and provisions of these covenants and restrictions.

James S. Thompson
Witness
Annie B. Hull
Witness

DEVELOPER

By: J. Vern Williams
J. VERN WILLIAMS

James S. Thompson
Witness
Annie B. Hull
Witness

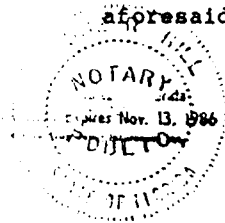
SPRINGWOOD HOMEOWNERS'
ASSOCIATION, INC.

By: J. Vern Williams
President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared
J. VERN WILLIAMS, to me known to be the person described herein
and who acknowledged that he executed this instrument freely and
voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the county and state
aforesaid this 11th day of December, 1985.



Annie R. Hill
NOTARY PUBLIC

OFF. REC. 118 PAGE 1

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1641-B METROPOLITAN CIRC.
TALLAHASSEE, FLORIDA 323
(904) 385-1111

Springwood Phase One:

Begin at a concrete monument marking the Southwest corner of Section 33, Township 2 South, Range 1 East, Wakulla County, Florida and thence run North 01 degrees 24 minutes 50 seconds East along the westerly boundary of said Section 33 a distance of 2749.18 feet to a concrete monument marking the Northwest corner of the Southwest Quarter of said Section 33, thence run South 89 degrees 54 minutes 59 seconds East 1447.48 feet to a concrete monument on the Westerly right of way of the now abandoned Seaboard Coastline Railroad, thence run South 10 degrees 46 minutes 44 seconds East along said Westerly right of way 2800.09 feet to a concrete monument, thence run North 89 degrees 52 minutes 29 seconds West 2038.99 feet to the POINT OF BEGINNING; containing 110.02 acres, more or less.

SUBJECT TO a 100 foot Powerline Easement to the City of Tallahassee

OFF. REC. 118 FILE

VOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1324 WEST CRAWFORD STREET
QUINCY, FLORIDA 32351
(904) 875-3178

1641-B METROPOLITAN CIRCLE
TALLAHASSEE, FLORIDA 32309
(904) 365-1717

Springwood Phase Two:

BEGIN at a concrete monument marking the Northwest corner of Section 4, Township 3 South, Range 1 East, Wakulla County, Florida and run South 89 degrees 52 minutes 29 seconds East along the North boundary of said Section 4 a distance of 2038.99 feet to a concrete monument on the Westerly right of way of the now abandoned Seaboard Coastline Railroad, then run South 10 degrees 46 minutes 44 seconds East along said Westerly right of way 1852.64 feet to a concrete monument, then run North 89 degrees 52 minutes 29 seconds West 2443.63 feet to a concrete monument on the West boundary of said Section 4, then run North 01 degrees 49 minutes 52 seconds East along said West boundary of Section 4 a distance of 1820.00 feet to the POINT OF BEGINNING; containing 3.60 acres, more or less.

SUBJECT TO a 100 foot Powerline Easement to the City of Tallahassee.

DEF. REC. 118 PAGE 07

NOBLES, VARNUM & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING • FLORIDA & GEORGIA

1324 WEST CRAWFORD STREET
QUINCY, FLORIDA 32351
904/326-1178

1641-B METROPOLITAN CENTER
TALLAHASSEE, FLORIDA 32304
904/385-7777

Springwood, Phase Three:

Commence at a concrete monument marking the Northwest corner of Section 4, Township 3 South, Range 1 East, Wakulla County, Florida and run South 01 degrees 49 minutes 52 seconds West along the West boundary of said Section 4 a distance of 1820.00 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 52 minutes 29 seconds East 2443.63 feet to a concrete monument on the Westerly right of way of the now abandoned Seaboard Coastline Railroad, then run South 10 degrees 46 minutes 44 seconds East along said Westerly right of way 2290.75 feet to a concrete monument, then run North 89 degrees 47 minutes 00 seconds West 2917.72 feet to a concrete monument on the Westerly boundary of said Section 4, then run North 01 degrees 22 minutes 34 seconds East along said Westerly boundary 27.67 feet to a concrete monument, then run North 00 degrees 43 minutes 31 seconds East along said Westerly boundary 1315.81 feet to a concrete monument, then run North 01 degrees 49 minutes 52 seconds East along said Westerly boundary 841.73 feet to the POINT OF BEGINNING; containing 138.51 acres, more or less.

SUBJECT TO a 100 foot Powerline Easement to the City of Tallahassee.

LESS AND EXCEPT a 1.00 acre tract being more particularly described as follows;

Commence at a concrete monument marking the Northwest corner of Section 4, Township 3 South, Range 1 East, Wakulla County, Florida and run South 01 degrees 49 minutes 52 seconds West along the West boundary of said Section 4 a distance of 2150.15 feet, then run South 89 degrees 52 minutes 29 seconds East 860.36 feet, then run South 10 degrees 46 minutes 39 seconds East 327.24 feet, then run North 79 degrees 13 minutes 21 seconds East 401.29 feet to a concrete monument and the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 79 degrees 13 minutes 21 seconds East 208.71 feet to a concrete monument on the Westerly boundary of a 100 foot powerline easement, then run South 10 degrees 46 minutes 39 seconds East along said Westerly boundary 208.71 feet to a concrete monument, then run South 79 degrees 13 minutes 21 seconds West 208.71 feet to an iron rod, then run North 10 degrees 46 minutes 39 seconds West 208.71 feet to the POINT OF BEGINNING.

REF. 118
REC. 118

SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC. 10231

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 22nd day of September, 1992, by VERN WILLIAMS hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of the property described in Article II; and Whereas Developer has developed thereon a residential community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC., for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Association" shall mean and refer to **SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC.**
- b) "Board" shall mean and refer to the Board of Directors of the **SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC.**
- c) "Common Properties" shall mean and refer to those portions of the properties not included in the Lots, including but not limited to, roads and storm water control facilities.
- d) "Developer" shall mean **J. VERN WILLIAMS** or his assigns or successors in interest.
- e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.
- f) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired titles pursuant to foreclosure or any proceeding in lieu of foreclosure

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wakulla County, Florida, and is more particularly described per recorded plat, recorded in Official Records of Wakulla County, Florida, Plat Book 3, Page 14 - 17.

ARTICLE III

ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

Section 1. Enforcement. Enforcement of these Covenants and Restrictions shall be by the Association or through its Board of Directors by an appropriate civil proceeding against any person or persons failing to comply with, violating or attempting to violate any Covenant or Restriction, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

Section 2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as a member.

Section 3. **Voting Rights.** The Association shall have one class of voting membership. The members shall be all those owners as defined in Article III, Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Article III, Section 2. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Until such time as 50% of the total lots available to be developed and sold in **SPRINGWOOD II** are sold and not owned by the Developer, the Board of Directors of **SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC.** shall consist of five members. The Developer may place himself or any other representative he chooses on the Board during this period.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title to every lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Owner of any lot (exclusive of the Developer who is exempt from assessments hereunder until January 1, 1997, at which time lots owned by the Developer shall become subject to assessment in accordance with the provisions of this declaration), by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of the roads.

Section 3. **Amount of Annual Assessments.** Until January 2, 1993 the annual assessment shall be \$100.00 per lot. From and after January 2, 1993, the annual assessment may be increased by majority vote of the members as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser amount.

Section 4. **Modifications of These Covenants and Restrictions.** These Covenants and Restrictions may be modified only by a majority vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

ARTICLE VI

GENERAL PROVISIONS

Section 1. No more than one (1) home shall be placed on any lot. Only doublewide mobile homes, modular homes and houses are permitted. If any dwelling is elevated above ground level and has an open area of more than one foot between the ground and the bottom of the dwelling, a solid or latticed skirt or shield shall be installed around the dwelling to cover such open area. Leasing or subleasing of a mobile home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Covenants and Restrictions.

Section 2. No home placed on any lot shall violate the setback restrictions of the Wakulla County Zoning Regulations or any other regulatory body.

Section 3. Only dogs, cats, and other household pets, and no more than two horses per lot are allowed to be kept in and upon the homesite.

Section 4. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected.

Section 5. No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

Section 6. There shall be no commercial advertising or display signs permitted within the subdivision, except temporary signs of a reasonable size may be erected for sale of a lot or lots.

Section 7. These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of ten (10) years from the date of these Covenants and Restrictions, after which said Covenants shall automatically extend for successive periods of ten (10) years unless an instrument signed by 2/3 of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

Section 8. Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

Section 9. The Developer hereby reserves unto himself, his successors, legal representatives, and assigns, a perpetual alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities

for drainage purposes or for the conveyance and use of electricity, telephone, gas, water or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said Developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

Section 10. **SPRINGWOOD II ROADOWNERS MAINTENANCE ASSOCIATION, INC.** by execution hereof agrees to be bound by the terms and provisions of these covenants and restrictions.

Denise Rudd
Witness

DEVELOPER

Gene & Sweet Jr.
Witness

By: J. Vern Williams
J. Vern Williams

Denise Rudd
Witness

SPRINGWOOD II ROADOWNERS
MAINTENANCE ASSOCIATION, INC.

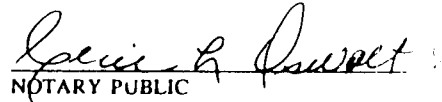
Gene & Sweet Jr.
Witness

By: J. Vern Williams
President

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared, J. VERN WILLIAMS,
to me known to be the person described herein and who acknowledged that he executed this
instrument freely and voluntarily and for the purposes therein expressed.

WITNESSED my hand and official seal in the county and state aforesaid this 25th day
of September, 1992.


NOTARY PUBLIC

