

DECLARATION OF RESTRICTIVE COVENANTS

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RECORDED IN THE PUBLIC  
RECORDS OF LEON CO. FLA.

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PAUL F. HARTSFIELD  
CLERK OF CIRCUIT COURT

STATE OF FLORIDA,  
COUNTY OF LEON.

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KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 28<sup>th</sup> day of October, 1986, by U.S. RESICO, INC., a Florida corporation, hereinafter "Developer";

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property commonly known as Timber Lake, which subdivision is to be recorded as "Timber Lake", and desires to create thereon a residential community with recreation areas, a lake, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer intends to impose upon such property mutually beneficial restrictions under a general plan for the benefit of all lots of the real property and subsequent purchasers thereof;

NOW, THEREFORE, the Developer declares that the real property (herein "property" or "lands") described in Exhibit "A", attached hereto and by reference made a part hereof, and such additions thereto as may hereafter be made pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

1. LANDS. Developer is the owner of certain lands located in Leon County, Florida, more particularly described in Exhibit "A" attached hereto, which said lands will be subdivided into lots.

2. IMPROVEMENTS. Developer intends to improve the above described real property and to impose upon such

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property mutually beneficial restrictions under a general plan for the benefit of all lots of the real property and subsequent purchasers thereof. These covenants and restrictions are hereby imposed on all lands described in Exhibit "A" effective as set forth herein.

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3. NAME AND ADDRESS. The name which the property shall be known and identified is Timber Lake. The address shall be Post Office Box 13741, Tallahassee, Florida, 32317.

4. SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS. Developer does hereby impress and impose upon the property the restrictive covenants, obligations, covenants, and conditions set forth and provided for herein which shall run with the land. This declaration shall be binding upon Developer, its successors, assigns, and grantees. All reservations and easements set forth herein shall, when any deed hereafter executed shall refer to and incorporate these restrictive covenants, be deemed to have been granted; excepted, or reserved, as the case may be, and shall be binding upon any grantor and grantee, or their assigns and successors in interest, as if set forth herein in full.

5. DEFINITIONS. The terms used herein shall have meanings as follows:

(a) "Lots" shall mean the parcels of real property designated on the recorded plat of Timber Lake replat and any improvements thereon.

(b) "Homeowner" shall mean the owner of lot located within the property.

(c) "Association" shall mean Timber Lake Homeowners Association, Inc. (herein "Association"), a non-profit association, and its successors, which association shall be responsible for the operation, management, and maintenance of the common areas and shall

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have such other rights, duties and obligations as are set forth in this Declaration of Restrictive Covenants.

(d) "By-Laws" shall mean such by-laws as are established by the Association from time to time.

(e) "Common expenses" shall mean the expenses for which the homeowners are liable to the Association.

(f) "Assessment" shall mean a share of the funds required for payment of common expenses which from time to time is assessed against a homeowner.

(g) "Common surplus" shall mean the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(h) "Property" shall mean and include the land described in Exhibit "A", whether or not contiguous, and all improvements thereon and hereafter constructed thereon, together with all easements and rights appurtenant thereto intended for use in connection with the property and necessary to effectuate the purpose and intent of Developer as set forth herein.

6. ASSOCIATION. Developer and all lot owners covenant and agree that the Association shall perform its duties in compliance with the following provisions:

(a) Each lot owner shall automatically, upon becoming the owner of a lot, be a member of the Association and shall retain such membership until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically terminate.

(b) Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the sale or encumbrance of the lot to which it is appurtenant and then only to the purchaser or mortgagee of such house. Any attempt to make a prohibited transfer is void. In the event any lot owner should fail or refuse to

transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books.

7. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association, shall be a member of the Association, provided, however, that any person or entity who holds an interest in such lots thereof merely as a security for the performance of an obligation shall not be a member.

(b) The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in paragraph (a) above, with the exception of the Developer. Class A members shall be entitled to the number of votes indicated in Exhibit "B" attached hereto and by reference made a part hereof, for each lot thereof in which they hold the interests required for membership by paragraph (a). When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than the number of votes set forth in Exhibit "B" be cast with respect to any such lot thereof.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to two times the number of votes for each lot as set forth in Exhibit "B" in which it holds the interest required for membership by paragraph (a), provided that the Class B membership shall cease and become converted to a Class A membership when the total

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votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

8. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

(a) Subject to the provisions of paragraph 9(c) hereof, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every site.

(b) The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties to the Association not later than five (5) years from the date hereof.

(c) The rights and easements of enjoyment created hereby shall be subject to the following:

(1) the right of the Developer and the Association, in accordance with its articles and bylaws to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such

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properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(2) the right to the Association, as provided in its articles and bylaws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(3) the right of the Association to charge reasonable admissions and other fees for the use of the common properties; and

(4) the right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purpose, or as to the conditions thereof shall be effective, unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes, irrespective of class of membership, has been recorded, agreeing to such dedication, transfer purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

9. ASSESSMENTS AND LIENS. After Developer conveys lots within the property, every subsequent homeowner and lot owner, by the acceptance of a deed for a lot located within the property, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

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(a) Annual assessments or charges as herein set forth and as established from time to time by the Association; and

(b) Special assessments for capital or other improvements which assessments are to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees required to collect same, if any, shall be a lien against the property and houses owned by the party failing to pay the same; provided, however, that any such lien shall be subordinate and inferior to any first mortgage on such property. Assessments shall be made pursuant to the bylaws of the Association. No lot owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the common areas or by the abandonment of his lot.

10. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association and, in particular, for the improvement and maintenance in a good state of repair of the common areas and easements of the property and any other areas which are maintained by the Association.

11. DEPOSIT OF ASSESSMENTS. Any and all sums collected from assessments or related payments may be commingled with each other in a single account and shall be held and used for the purposes set forth in the declaration, articles, bylaws, and agreements in accordance with the respective interests of the lot owners.

12. MAXIMUM ANNUAL ASSESSMENTS. Until January of the year immediately following the conveyance of the first lot to a lot owner, the maximum annual assessment shall be as set forth in Exhibit "C" attached hereto and made a part hereof.

From and after January 1 of the year immediately following the conveyance of the first lot to a lot owner, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership in accordance with the bylaws of the Association. From and after January 1 of the year immediately following the conveyance of the first lot to a lot owner, the maximum annual assessment may be increased by more than ten percent (10%) by the vote or written assessment of fifty-one percent (51%) of the votes entitled to be cast. The board of directors of the Association may fix the annual assessment at an amount not to exceed the maximum assessment then permitted.

13. 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, reconstruction, repair, or replacement of the improvements or easements, or any other area or improvement which is the responsibility of the Association, including improvements, fixtures, and real or personal property related thereto or for the exercise of the powers granted in paragraph 19; provided, however, that any such assessment shall be made in accordance with bylaws of the Association.

14. RATE OF ASSESSMENTS. All assessments, both annual and special, shall be divided equally among all members of the Association unless otherwise expressly provided herein. Assessments may be collected on a monthly basis.

15. COLLECTION OF ASSESSMENTS. All assessments shall be due on the first day of each year, or other times as may be approved by the Board of Directors. Assessments and installments thereon paid on or before ten (10) days after



due date shall bear no interest. All such sums not paid within said period of time shall bear interest at the maximum rate permitted by law. Such interest shall run from ten (10) days after said sum or sums are due until the date of payment. Any partial payments shall be credited first to interest and then to the assessment. No set-offs shall be allowed to any lot owner for repairs or improvements, or services contracted for by any lot owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the lot owner all legal costs including a reasonable attorney's fee incurred by the Association in connection with or incident to the collection of such assessments and interest or in connection with enforcement of the lien resulting therefrom. In connection with any foreclosure of such lien or assessments and interest, the Association shall be entitled to the appointment of a receiver during said foreclosure proceedings and, during any foreclosure of a lien or assessments and interest, the lot owner shall be required to pay a reasonable rental for the use of the house during the period that he occupies same.

16. SERVICE CHARGE FOR DELINQUENT ASSESSMENTS. In order to defray the cost of additional bookkeeping, billing, and related expenses, all assessments not paid within ten (10) days after the due date may bear a service charge of Five Dollars (\$5.00) per month from the due date.

17. EFFECTIVE TRANSFER OF TITLE ON ASSESSMENTS. The sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such house from liability for any assessments as to payments which became due prior to

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such sale or transfer. No sale or transfer shall relieve such house from liability for any assessment thereafter becoming due or from the lien thereof. Any unpaid share of common expenses or assessments shall be deemed to be an expense of the Association. In any voluntary conveyance, grantee shall be jointly and severally liable with the grantor to the Association for all unpaid assessments against the grantor up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the grantor to the Association, and such grantee shall not be liable for nor shall the lot or unit of a lot be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount of the statement; provided, further, however, the grantee shall be liable for all assessments becoming due after the date of such statement.

18. BIDDING AT FORECLOSURE SALE. The Association shall have the power to bid on any house at foreclosure sale thereof and to acquire and hold, lease, mortgage, and convey the same.

19. ARCHITECTURAL CONTROL COMMITTEE. The board of directors of the Association shall appoint an Architectural Control Committee and until such time as said committee is appointed, the person selected by developer shall serve as such committee. No lot owner shall erect or maintain any building, fence, wall or other structure nor shall any lot owner commence or make any exterior addition to or change or alteration in the shape, color, or appearance of the exterior of existing improvements or make any material alteration, addition, or deletion to the landscaping of any lot until and unless the plans and specifications showing

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the nature, kind, shape, height, materials, colors, locations, and all other details of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of the materials, harmony, and external design and color and the location in relation to surrounding structures and topography. The effect of the changes, improvements, or alterations on the topography of the land and the environmental impact thereof may also be considered by the committee in determining whether approval may be given. Such approval may be withheld for any reason. In the event written approval is given, no work shall be commenced until such time as the lot owner or his contractor has obtained all permits required by law. Notwithstanding the foregoing provisions relating to the appointment of the Architectural Control Committee and the members constituting the same, the Developer shall initially appoint said Architectural Control Committee and shall have the right to appoint all successor members until five (5) years from the date of this declaration or until seventy-five percent (75%) of the lots of the subdivision are sold, whichever occurs later.

20. ADDITIONAL DUTIES AND POWERS OF ASSOCIATION. In addition to the duties and powers of the Association as herein 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:

(a) Maintain and otherwise manage all roadways, all common areas, and all facilities, improvements, and landscaping thereof, together with all property that may be acquired by the Association; however, the Association shall not be responsible for the maintenance of individual lots.

(b) Have the authority to obtain (but shall not be required to do so) for the benefit of all lots, all the water, sewer, cable television, and electric service and garbage collection.



(c) Grant easements where necessary for utilities, cable television, and sewer and drainage facilities over the common areas.

(d) Maintain such policy or policies of insurance as the Association deems necessary or desirable in protecting the interest of the Association and its members in an amount of One Million Dollars (\$1,000,000.00).

(e) Have the authority to employ managers or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

21. EXTERIOR MAINTENANCE OF HOUSES AND OTHER AREAS.

The Association shall by rule and regulation require each lot to be landscaped by each respective lot owner. The Association may, by rules duly adopted, reasonably regulate the use of all areas and lands which are to be maintained by the Association; provided, however, that any such rule of the Association may not be less restrictive than any covenant set forth herein. Any item or area not expressly the responsibility of the Association shall be the responsibility of each lot owner; provided, however, that if a lot owner shall fail to maintain or make the repairs or replacements which are the responsibility of such homeowner, then upon vote of a majority of the Association and after not less than thirty (30) days' notice to the owner, the Association shall have the right (but not the obligation) to enter the property and provide such maintenance or make the necessary repairs or replacements. The cost of such maintenance assessed against the lot or unit thereof on which the maintenance is done shall become a part of the annual maintenance assessment or charge to which such lot or unit hereof is subject under paragraph 13 hereof and shall be payable to the Association by such homeowner under the same terms and conditions as any other assessment. Said



charge shall become a lien against said property and a personal obligation of the owner of said property. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agent or employee shall have the right after reasonable notice to the lot owner to enter any house or any lot.

22. BUILDING LOCATION AND SIZE.

(a) Building size, set backs, location subject to Leon County Cluster Plan Standards. See Exhibit "D".

(b) For the purposes of this covenant, eaves, steps, and open porches 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 lot.

(c) The Architectural Control Committee shall have the authority to waive in its discretion any violation or infraction of setback requirements, and likewise has authority to modify any setback line requirement provided that the modification is in compliance with applicable local governmental ordinances or controls.

(d) The floor area of any home, exclusive of open porches and garages, shall not be less than eight hundred (800) square feet.

(e) No building or dwelling unit shall exceed two (2) stories in height.

23. USE OF RECREATIONAL FACILITIES. The Association shall have the right to limit the number of lot owners; guests who may use the recreational facilities, if any, and from time to time may provide and adopt regulations relating to and controlling the use of such facilities.

24. EASEMENTS. The following easements shall be deemed to be covenants running with the land with relation to the property described in Exhibit "A". These easements are not in limitation of any easement defined, imposed, and created in paragraph 9 above, but are supplemental thereto:

(a) Utility easements are reserved through the property for utility services in order to properly and adequately serve all areas of the property; provided, however, that such easements through any house shall be only according to the plans and specifications or as the building is actually constructed unless approved in writing by the lot owner. 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.

(b) If any house or improvement shall encroach upon any common area or easements, by reason of original construction, then an easement appurtenant to such encroaching house, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any original construction or uses of any common areas encroaches upon any lot, then an easement appurtenant to such common area to the extent of such encroachment shall exist so long as such encroachment shall exist. As used herein, the term "original construction" shall also be deemed to include any settlement, moving, or shifting of such construction subsequent to the completion of construction.

(c) Whenever sanitary sewer, water, electricity, cable television, telephone lines, or connections are installed within the property, which connections or lines or any portions thereof lie in or upon townhouses or lots owned by other than the owner of townhouses served by said lines or connections, the owner of any townhouses served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefore to enter upon such house and lot or to have the utility companies enter upon the houses or lots on the properties in or upon

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which said connection or lines or any portions thereof lie or are located, to repair, replace, and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections are installed within the property, which connections serve more than one (1) house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of said connections and lines as service his house and such owners shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned.

(d) Developer, its successors and assigns, hereby reserves and there is hereby granted to Developer, its successors and assigns, an easement for ingress and egress and for sewer, water, electricity, telephone, cable television and similar facilities over, across, under, in and to all areas for the furnishing of such benefits and services to those lands described in Exhibit "A" attached hereto. Said easement shall also include the right to use such roadways and pathways as are located upon the property.

25. LAND USE AND BUILDING TYPE. No house shall be occupied or used except for residential purposes by the homeowners, their tenants and social guests except that Developer, its successors or assigns, may use houses for model homesites and for display and sales offices.

26. NUISANCES. No noxious or offensive activities shall be carried on, in, upon, or around any lot or house or in the common areas nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining lot owners or any of them, which shall in any way interfere with quiet enjoyment of each of the lot owners, or which shall in any way increase the rate of insurance for the property.



27. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any property at any time as a residence, either temporarily or permanently; provided, however, Developer may maintain offices or storage facilities during construction. The Association may maintain storage and maintenance buildings in such areas as may be agreed upon.

28. SIGNS. No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common area except one (1) sign not to exceed five (5) square feet in size advertising the house for sale or rent or except signs used by Developer, its business successors or assigns, to advertise the property or houses during the construction and sale.

29. 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 not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

30. RADIO AND TELEVISION ANTENNAE. No alteration to or modification of any radio or television antennae system, as developed by the Developer, shall be permitted, and no homeowner may be permitted to construct or use and operate his own external radio or television antennae without the consent of the Architectural Control Committee.

31. RIGHT TO LEASE. The homeowners shall have the absolute right to lease or rent their houses 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 the rules and regulations of the Association. Only person or party in possession of any



house, whether the fee owner or his lessee and their guests, shall be entitled to the use of the recreational facilities and the common areas.

32. LAWFUL USE. No immoral, improper, offensive, or unlawful use shall be made of the property or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the property shall be observed.

33. REGULATIONS. Reasonable regulations concerning the use of 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 homeowners and residents of the houses upon request.

34. LIMITATION OF LIABILITY OF ASSOCIATION. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and repair portions of the property, the Association shall not be liable to lot or home owners, their invitees or guests, for injury or damage caused by the property owned, or to be maintained and repaired by the Association, or caused by acts of God or by third persons.

35. ESTIMATES OF COSTS OF REPAIRS AND RECONSTRUCTION. Within reasonable time after a casualty or loss to property for which the Association has ownership or the responsibility of maintenance and repair, the Association shall obtain reasonably accurate estimates of the cost of repairing or replacing said damaged property.

36. ENFORCEMENT OF OBLIGATIONS. Each lot or home owner 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 regulations adopted by the Association. Upon failure of a lot or home

owner to so comply, the Developer, the Association, any mortgagee having a first lien on a lot or unit of a lot, and other lot owners shall have the right to institute legal proceedings to require such compliance. In any such proceedings, the prevailing party shall be entitled to recover 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 above-described documents shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance with the terms of those documents.

37. AMENDMENTS TO DECLARATION. Except as otherwise specifically provided herein, this declaration may be amended or terminated only by the written consent, in a recordable form, signed by three-fourths (3/4) of all lot or home owners and first mortgagees, each lot or unit thereof having one (1) vote.

38. MANAGEMENT CONTRACT. Until the sale of the last lot, or the expiration of five (5) years from the date hereof, whichever occurs later, the Developer shall have the right to manage said common easement areas and perform all maintenance which is to be performed by the Association. Developer may, at Developer's option, sooner waive such right and grant management contract entered into by and between Developer and the Association. Developer may terminate the contract for management upon thirty (30) days' written notice to the Association. If the contract with Developer is terminated in accordance with law or in accordance with the provisions thereof, then, in such event, a majority of the first mortgagees of record shall have the right to require the Association to enter into a contract for professional management and maintenance. Said mortgagees shall not have the right to designate what person

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or company shall perform said services but shall have the right of approving the person or entity with which the Association contracts for said services.

39. DEVELOPMENT BY DEVELOPER. No provisions contained herein shall prevent Developer, its contractors or subcontractors, from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any improvements, nor shall said provisions in any way prevent the Developer from maintaining such sign or signs on the property as may be necessary for the sale, lease, or other disposition of lots within the property.

40. ELECTION OF BOARD OF DIRECTORS AND VOTING RIGHTS OF DEVELOPER. In addition to all other rights and privileges granted to the Developer under this declaration and any provisions of the articles of incorporation and bylaws to the contrary, initially the Developer shall be entitled to appoint a majority of the members of the Board of Directors of the Association. This right shall continue until the later occurrence of: (1) the expiration of five (5) years from date hereof; or (2) the Developer has sold all lots located in the Subdivision.

41. TERMINATION OF RESPONSIBILITY OF DEVELOPER. At such time as the Developer sells, conveys, or otherwise disposes of its interest in and to all of the lots, or earlier at Developer's option, the Developer shall be relieved of the performance of any duty or obligation hereunder.

42. VARIANCES. Variances for minor deviations from this declaration may be granted by Developer or the Architectural Control Committee at any time to Developer or any property owner with the property. Variances for such minor deviations, if any, are discretionary.

43. 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.

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44. 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 vailidity of the remaining portions.

The TIMBER LAKE HOMEOWNERS ASSOCIATION, INC., OF TALLAHASSEE, by the execution of these Restrictive Covenants, accepts and hereby agrees to be bound by the terms, conditions and obligations and duties imposed by these covenants on the Developer and/or Association.

45. EXISTENCE OF ROAD IMPROVEMENTS. The recorded plat of Timber Lake as found in plat book 9, pages 70 through 70E reflect roadways that were improved prior to the recording of said plat. Roadways were improved in conjunction with plating that occurred in 1982.



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IN WITNESS WHEREOF, The Developer and the Association  
have caused this declaration to be executed the day and year  
first above written.

Signed, sealed and delivered  
in the presence of:

U. S. RESICO, INC.

Dadene A. Garland

By: John H. S.

Roxanne Rhoads  
Witnesses

As its \_\_\_\_\_

Dadene A. Garland

TIMBER LAKE HOMEOWNERS ASSO-  
CIATION, INC., OF TALLAHASSEE

Roxanne Rhoads

By: John H. S.

As its \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing declaration was acknowledged before me by  
J. WARREN HUGHES as PRESIDENT  
U.S. RESICO, INC., Developer, a Florida corporation, this  
27TH day of AUGUST, 1986.

Roxanne S. Rhoads  
Notary Public

My Commission Expires:  
Notary Public, State of Florida

My Commission Expires Aug. 27, 1987

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing declaration was acknowledged before me by  
J. WARREN HUGHES as PRESIDENT  
TIMBER LAKE HOMEOWNERS ASSOCIATION, INC., OF TALLAHASSEE, a  
Florida corporation, this 27th day of AUGUST, 1986.

Roxanne S. Rhoads  
Notary Public

My Commission Expires:

My Commission Expires Aug. 27, 1987

Bonded Thru Troy Pain - Insurance, Inc.

Timber Lake, a recorded subdivision, as recorded in Plat Book  
9, pages 70 through 70E, public records  
of Leon Coutny, Florida, also described as:

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Commence at the Southeast corner of Section 2, Township 1  
South, Range 1 East, Leon County, Florida, thence North 02  
degrees 43 minutes 00 seconds West along the East boundary of  
said Section 2, 1340.40 fee to the Southeast corner of the  
Northeast Quarter of the Southeast Quarter of said section 2,  
to the Point of Beginning, continue

thence North 02 degrees 43 minutes 00 seconds West along  
said East boundary 1577.67 feet,  
thence South 87 degrees 17 minutes 00 seconds West 494.89  
feet,  
thence North 02 degrees 43 minutes 00 seconds West 324.15  
feet to a point on the South right of way line of  
State Road No. 20 (U.S. Highway No. 27),  
thence along said South right of way line of State Road  
No. 20 (U.S. Highway No. 27) along the arc of a  
curve to the left that has a radius of 2489.16 feet  
an arc length of 60.62 feet, a chord bearing of  
North 84 degrees 30 minutes 54 seconds West,  
thence South 02 degrees 43 minutes 00 seconds East 413.22  
feet,  
thence South 87 degrees 17 minutes 00 seconds West 300.00  
feet,  
thence South 02 degrees 43 minutes 00 seconds East 177.82  
feet,  
thence South 87 degrees 17 minutes 00 seconds West 511.48  
feet,  
thence South 02 degrees 35 minutes 07 seconds East  
1318.40 feet,  
thence North 87 degrees 19 minutes 36 seconds East  
1369.39 feet to the Point of Beginning.

There shall be five (5) votes of Lot number 19 Block "A" .

There shall be one (1) vote on other lots.

DR3232161983



ANNUAL ASSESSMENT TO

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OR1232PG1984

PER UNIT

TOTAL ANNUAL ASSESSMENT IS \$75.00