

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

YENT BAYOU PROPERTIES: VICTORIAN VILLAGE SUBDIVISION

FRANKLIN COUNTY, FLORIDA KENDALL WADE CLERK
CO: FRANKLIN ST: FL

WHEREAS, the undersigned, YENT BAYOU PROPERTIES PARTNERSHIP, hereinafter known as the DEVELOPER, OWNER and DECLARANT of the subdivision (plan of lots) known as VICTORIAN VILLAGE SUBDIVISION at YENT BAYOU, located on U.S. Highway 98, Franklin County, State of Florida, as per survey by James Thurman Roddenberry, dated July 12, 1993 and recorded on August 1, 1994, in the Recorder's Office of Franklin County, in the Plan Book Volume 6, Page 9, make and enter into on this 2nd day of May 1995, this Declaration of Covenants, Conditions, Restrictions and Easements;

WHEREAS, the undersigned Owner desires to provide for orderly development of, protect present and future value of, and restrict the use of, said lots,

NOW, THEREFORE, be it known that the undersigned DECLARANT does hereby adopt these restrictions and covenants to which all of the lots in said plan shall be subject. These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claimed under it, their heirs, successors and assigns, until the last day of February, 2005, at which time they shall continue until terminated, amended or modified by a 2/3 majority vote of the then owners of all said lots evidenced by a recorded writing signed and acknowledged by same.

RECORD VERIFIED
BY Lisa Zingarelli DC

ARTICLE I -- DEFINITIONS

1.1 "Association" shall mean and refer to VICTORIAN VILLAGE SUBDIVISION at Yent Bayou Property Owners Association.

1.2 "Subdivision" shall mean and refer to all lots comprising the VICTORIAN VILLAGE SUBDIVISION at Yent Bayou Subdivision.

1.3 "Maintenance Areas" shall mean and refer to lands and improvements thereon including: all existing or future common access roadways, easements, entrance signage, plantings, fences, gates or structures.

1.4 "Declarant" shall mean and refer to Owner/Developer, Yent Bayou Properties Partnership, a Florida General Partnership with a duly appointed manager who shall act on behalf of the Partnership according to The Yent Bayou Properties Partnership Agreement.

1.5 "Declaration" shall mean and refer to this VICTORIAN VILLAGE SUBDIVISION at Yent Bayou Declaration of Covenants, Conditions, Restrictions and Easements applicable to the property as recorded in the Public Records of Franklin County, Florida, and as may be amended from time to time.

1.6 "Lot" shall mean and refer to any unimproved lot of land shown upon any recorded plat of the property.

1.7 "Member" shall mean and refer to those property owners entitled to membership in the Association as provided herein.

1.8 "Owner" shall mean and refer to any entity with recorded title to any lot located in VICTORIAN VILLAGE SUBDIVISION at Yent Bayou.

1.9 "Assessments" shall mean and refer to both annual and/or special fees, dues or other monies as required by The Association for all reasons as set forth herein.

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ARTICLE II -- THE PROPERTY OWNERS ASSOCIATION

2.1 Each owner of a lot shall be a member of the VICTORIAN VILLAGE SUBDIVISION at Yent Bayou Property Owners Association, hereinafter referred to as "Association", an unincorporated Association created pursuant to the terms and conditions set forth herein. Each lot owner will have a one-lot, one-share interest in Maintenance Areas (defined in 1.3) along with any improvements erected thereon at the option of and approval of 2/3 majority of lot owners.

2.2 The Association shall have control of all Maintenance Areas located within the Subdivision as defined in 1.2.

2.3 Each Owner of a lot that is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and not separated from ownership of any lot which is subject to assessment. Membership shall begin the day of closing on Member's property.

2.4 The Association shall have one class of voting membership. Members shall consist of owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

2.5 The operation of the Association shall be managed by a Board of Directors composed of three persons and governed by the rules of the Association contained herein. The Association shall become viable with the sale of the second lot in the Subdivision. Up until then, the Declarant shall maintain control; after that, the Declarant and the first two property owners will form the necessary three Directors of the Association acting accordingly as set forth herein.

2.6 Each Owner of any lot within the properties by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, and (2) special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

2.7 The Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Maintenance Areas.

2.8 This Initial annual Assessment shall be \$100.00 per lot. The Board of Directors may only increase the annual Assessment if, in their opinion, the increase is necessary in order to provide for needed improvements and maintenance of the Maintenance Area. A portion of the annual Assessments may be set aside by the Board of Directors as reserves for deferred maintenance and repairs. The Board of Directors may increase the annual Assessment only once in a six month period not in excess of 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

2.9 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

2.10 It is anticipated that the Maintenance Area may be assessed for real property tax purposes separately and the real property taxes on the Maintenance Area will be paid by the Association as a common expense. In the event the Maintenance Area is not assessed separately, each owner shall pay an equal portion of the real property taxes based upon the fact that the Maintenance Area equally benefits each of the lots.

2.11 Notice of any meeting called for the purpose of taking any action regarding Assessments shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days advance of the meeting. At such meeting, the presence of 2/3 of the Members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

2.12 Both annual and special Assessments shall be fixed at a uniform rate for all lots and may be collected on an annual basis.

2.13 The annual Assessments provided for herein shall commence as to all lots on April 1, 1995. The Board of Directors shall fix the amount of the annual Assessment against each lot at least thirty (30) days in advance of each annual Assessments period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a lot is binding upon the Association as of the date of its issuance.

2.14 Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum at such other legal rate as may be established by the Board of Directors. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Maintenance Area or abandonment of his lot.

2.15 The lien of the Assessments provided for herein shall be in order based on date of Public Recording. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgage in satisfaction of a first mortgage 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 lot from liability for any Assessments thereafter becoming due or from the lien thereof.

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ARTICLE III - GENERAL PROVISIONS

3.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Board of Directors, their respective legal representatives,

heirs, successors, and assigns, for a term ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended annually unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

3.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the public records of Franklin County, Florida at the time of such mailing.

3.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding of law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by those covenants; and any failure by any Owner or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3.4 Remedies. Cost to remove debris (per 4.18 and 4.20) or foul smelling matter, hazards, garbage or other refuse shall be the responsibility of the offending lot Owner. If Owner fails to remove such materials within 30 days of written notice from the Declarant or the Association who in turn has the right to remove said materials at the expense of the lot Owner. This cost shall constitute a lien upon the lot and a personal obligation of the Owner and shall give rise to Enforcement as set forth herein.

3.5 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

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ARTICLE IV - ARCHITECTURAL AND USE RESTRICTIONS

4.1 None of the lots shall be used for any purpose other than for one single family residential use, and shall never be further subdivided. This restriction shall be in perpetuity.

4.2 No noxious, illegal or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an unnecessary annoyance or nuisance to the neighborhood. This shall include:

- a. Disrupting the peace, quiet and domestic tranquility of the Subdivision.
- b. Creating excessive or unpleasant odors or fumes, noises or vibrations, glare or reflections, fire hazards, toxic or hazardous materials or situations; electrical interference.
- c. Traffic or parking above normal for a residential neighborhood.

4.3 No structure other than the dwelling house for which plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any dwelling house in the process of construction, be used for residential purposes.

4.4 All easements, restrictions, reservations, set-back lines and building lines affecting said lots as shown on the recorded subdivision plat known as VICTORIAN VILLAGE SUBDIVISION at YENT BAYOU as recorded in the Plan Book Volume 6, Page 9, are incorporated herewith by reference.

4.5 All lots shall be subject to easements for public utilities as installed.

4.6 The minimum square footage of finished living area, exclusive of porches, decks and garages, for any type dwelling shall be as follows: The subdivision known as VICTORIAN VILLAGE shall have not less than 1350 sq. feet of heated living space and shall be architecturally designed along the lines of a Florida Cracker/Victorian style.

4.7 There shall be no mobiles, trailers, modular or prefabricated houses allowed.

4.8 Approval of Building Plans:

- a. All building plans for proposed dwelling structures shall be submitted to the Developer or their designated agent for approval as to compliance herewith and design compatibility prior to the beginning of the construction. One set of the approved plans shall be retained by the Developer to insure that the structure is built in accordance with the approved plan. Any change in such plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by Developer or their designated agent is endorsed on the original plans.
- b. No owners or builders of any lot shall apply for a building permit without first having the approval of the DEVELOPER, endorsed upon said owner's building plans.
- c. All structures constructed on any lot in said plan shall be finished with a quality exterior building materials and finished in a quality workmanship manner within all building codes as set forth by the appropriate agencies and authorities.
- d. No shocking, garish, excessively bright or distasteful colors shall be used as primary color for exterior finishes.
- e. Home locations within the development shall be only located within the areas defined on the plat survey as provided by Developer. All set backs shall be strictly adhered to.
- f. No overnight, all night or dusk-to-dawn lighting will be permitted on any lot located south of U.S.

Highway 98, except for post lights or wall mounted lights located BELOW the roof overhang of the lowest floor (living space). No spot lights towards beaches or into traffic on any subdivision roads. We recommend indirect/landscape lighting, path and driveway lighting, solar powered light fixtures and motion sensor controlled light fixtures.

4.9 All areas disturbed in connection with construction shall be landscaped and seeded or planted with indigenous planting that will blend with the natural vegetation. All natural trees shall remain undisturbed unless located on homesites or parking or driveway areas. This landscaping shall be done within 6 months or during the next growing season immediately following the erection of the house on the lot, whichever occurs first. Other decorative, non-indigenous type landscaping should be limited to areas surrounding any structures or driveways.

4.10 Any detached structure shall be architecturally coordinated with the main residential structure. "Guest" houses, docks, decks, boardwalks, gazebos, utility-type buildings and structures shall be approved by the Developer the same as the primary single family residence. Additional, separate single family residences are forbidden.

4.11 No fences shall be constructed within 100' of Mean High Water line of St. George Sound. No chainlink, industrial, commercial or farm type fences or gates are permitted. Fences shall be approved as any other structures, by the Developer.

4.12 No signs shall be erected except small family name or property "name" signs. These must be architectural-ly coordinated with the primary structure and limited to six sq. ft. surface area.

4.13 small docks, limited to 500 sq. ft. in size and appropriately permitted and approved by Developer shall be permitted only on lots fronting Mullet Creek and tributary or Hidden Beaches Pond.

4.14 Beach board-walks shall be limited to 4' width at/near ground level; no rails or elevated areas more than 4' above existing ground level. Absolutely no other disturbance of beaches or vegetation beyond 30' seaward of houses except for landscaping as provided herein.

4.15 Uninhabited, recreational gazebos or pavilions are limited to two per lot and shall not exceed 500 sq. ft. each. They may be covered (roof), screened and electrified. These structures must be architecturally appropriate and approved by the Developer.

4.16 All driveways shall be minimally of same construction as Developer's access roads. All driveways and turning aprons must be finished within six (6) months from date of occupancy.

4.17 All exterior television antennas, satellite dishes or antenna towers are permitted but shall be HIDDEN so as not to be unsightly to neighbors in the plan, even if they need located at distance from dwelling.

4.18 All debris resulting from excavating, construction, and/or grading of each lot must be immediately removed by the contractor/builder, or owner of the lot. No debris, rubbish or scrap material may be placed or dumped on any lot in said plan.

4.19 No commercial vehicle, boat, boat trailer, mobile home, house trailer or other recreational vehicle shall be permitted to be parked or remain exposed on any lot for more than fourteen (14) consecutive days unless expressly used in conjunction with construction of the primary structure.

4.20 No lot or portion thereof shall be used as a storage or dumping ground for rubbish, trash, garbage, or unused building materials. All inclinator or other equipment used for storage or disposal of such material shall be kept out of sight in a clean and sanitary condition. No abandoned or junked automobile or vehicle shall occupy any portion of the land herein conveyed.

4.21 All pets limited to household dogs, cats, etc. shall be properly restrained as to avoid being a nuisance to neighbors. No pets shall be bred or used for commercial purposes.

4.22 Home occupations shall be limited to home offices, or studios. No employees, mechanical equipment, signage, advertising, traffic, parking, storage or any other visible forms of business shall be permitted.

4.23 No hunting or discharging of firearms is permitted on the property. All wildlife and habitat should be preserved, undisturbed and enjoyed.

4.24 No present or future owners shall enter into any agreements, contracts or reservations regarding minerals or timber. Exploration for, selling or conveying of, reserving or assigning of, seeking royalties or consideration for any minerals upon, within or under this land is absolutely forbidden in perpetuity and shall be a primary and permanent restriction upon all title or possession interests in this land.

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These covenants are made for the common benefit of all Owners in YENT BAYOU PROPERTIES who by the acceptance of their respective deeds, shall be conclusively deemed to have accepted and agreed to these covenants, so that if the owner or occupant of any lot shall at any time violate, or attempt to violate, any of these covenants or restrictions herein contained, it shall be lawful for any person or person owning a lot or home in

said plan to prosecute a proceeding at law or in equity against such person or persons violating, or attempting to violate any such covenants and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses and attorney's fees incidental to such action.

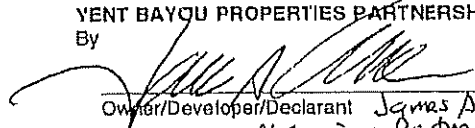
The invalidation of any one of these covenants and/or restrictions by judgement, decree or order of court shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, said owners have caused this instrument to be prepared and hereunto affixed their names the date above written

YENT BAYOU PROPERTIES PARTNERSHIP

By


Owner/Developer/Declarant James A. Green
Managing Partner

By


Owner/Developer/Declarant

STATE OF FLORIDA

County of Franklin

On this 22nd day of May, 1995, before me a Notary Public in and for said State and County, personally appeared JAMES A. GREEN (known to me) (or satisfactorily proved) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal


Notary Public

My commission expires:



KAREN L. HILDEBRANDT
MY COMMISSION # CC442604 EXPIRES
March 1, 1999
DOHERTY TITEL TRUST FUND INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:

BARBARA SANDERS

ATTORNEY AT LAW

Florida Bar #442178

80 Market Street

P.O. Box 157

Apalachicola, FL 32329

Inst:0200402898 Date:04/07/2004 Time:09:56
[Signature] Kendall Wade, FRANKLIN County D:783 P:673

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

Mary McLeod is the owner in fee simple of certain real property located in Franklin County, Florida and known by official plat designation as follows: Lots 10 and 1, Victorian Village Subdivision, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 9 of the Public Records of Franklin County, Florida.

John Patrick Cronin, also called Declarant, is the owner in fee simple of certain real property located in Franklin County, Florida and known by official plat designation as follows: Lots 11 and 12, Victorian Village Subdivision, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 9 of the Public Records of Franklin County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots described above, Mary McLeod, and John Patrick Cronin, hereinafter referred to collectively as Declarant, state that all of the real property described above and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions,

and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Path and Pier Homeowners' Association, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners and any improvements constructed thereon, including the dock. The common area to be owned by the association at the time of the conveyance of the first lot is described in Exhibit A which is incorporated herein.

Section 3. "Declarant" shall mean Mary McLeod and John Patrick Cronin their heirs, successors, and assigns.

Section 4. "Lot" shall mean any of the above-enumerated plots of land shown on the recorded subdivision map referred to above with the exception of the common areas designated by this Declaration or any amendments thereto.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep the boardwalk, dock, easement area, landscaping and other related improvements and fixtures in a

condition comparable to the original condition upon initial construction, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder in due course of a conventional mortgage.

Section 9. "Owner" shall mean the record title owner, whether one or more persons or entities, of a fee simple title to any lot which is included in the Declaration but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Board" shall mean the Board of Directors of the association.

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ARTICLE II

Membership in Association; Voting Rights

Section 1. Every owner shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. When more than one person holds an interest in a given lot, all such persons shall be members and one vote for such lot shall be exercised as those persons may determine among

themselves. In no event shall more than one vote be cast with respect to any lot owner.

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ARTICLE III

Assessments

Section 1. *Lien and personal obligation of assessments.* Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the owner of the lot at the time the assessment falls due.

Section 2. *Purpose of annual assessments.* The annual assessments levied by the association shall be used exclusively for the improvement and maintenance of the common areas, which includes the easement, path, and dock. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance, taxes, and repair of the common area,

including the easement, path, and dock, management services and any fees associated with the common area, and labor and materials to ensure efficient and lawful function of the common area.

(b) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of the occupation and/or use of the common area. The policy limits shall be set by the Board and shall be reviewed at least annually and increased or decreased in the discretion of the Board.

(c) Worker's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board.

(d) A standard fidelity bond covering all members of the Board and all other employees of the association in an amount to be determined by the Board.

(e) Any other materials, supplies, utilities, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments on the common elements which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the common areas, for the benefit of the owners, or for the enforcement of these restrictions.

(f) In the event the need for maintenance or repair is

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attributable to the unlawful or negligent act of the owner of a lot, or the owner's family, guests, customers or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment of that owner or lot.

(g) Any other purpose deemed appropriate by the Board.

Section 3. *Amount of annual assessment.* The Board shall fix the annual assessments at an amount deemed necessary for the prudent management of the association.

Section 4. *Special assessments for capital improvements.* 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 capital improvements of the common area, or replacement of capital improvements on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the members of the association.

Section 5. *Notice and quorum for action authorized under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than seven nor more than thirty days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less

than the requisite majority of the members, members who were not present in person or by proxy may give their assent in writing within ten days after the date of such meeting. Proxy voting is permitted, and such proxy may be a general proxy.

Section 6. *Uniform rate of assessment.* Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. *Commencement and collection of annual assessments.* The annual assessments provided for herein shall commence as to each lot on the date each lot is sold by Declarant. The annual assessment shall be due and payable thereafter on July 1 of each calendar year and shall be deemed delinquent after July 31 of each calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least sixty days in advance of the due date thereof. Assessments shall be paid annually. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid, and may, on or after August 1 of each year, cause to be recorded in the office of the county clerk of Franklin County, a list of delinquent assessments as of that date. In addition, a Claim of Lien for delinquent assessments may be filed against the lot. Failure to file such a list or claim of lien shall not impair the obligation to pay assessments.

Section 8. *Effect of nonpayment of assessments; remedies of the association.* Any assessment not paid within thirty days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate of interest allowed by law. The association may bring an action at law against the owner personally obligated to pay the same, or may file and foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the lot or for any other reason.

Section 9. *Subordination of assessment lien to mortgages.* The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any 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 payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. No foreclosure will alleviate the owner from personal liability.

ARTICLE IV

Property Rights

Section 1. *Owner's Easements of Enjoyment.* Every owner of a lot shall have a right and easement of enjoyment in and to the

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common area, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to suspend the right of use of common areas and the voting rights of any owner for periods during which assessments against the lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 90 days for any infraction of the published rules and regulations of the association;

Section 2. *Delegation of Use.* Subject to such limitation as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas to the members of the owner's family, and to guests and tenants.

Section 3. *Other easements.*

(a) Easements for path and dock are shown on the site plan (attached) and are available for use by owners, members of the owners' families, and owners' guests and tenants. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements or maintenance of which a

public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, except the path and dock erected and installed by Declarant, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. *Right of Entry.* The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4. *No Partition.* There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

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ARTICLE V

Use Restrictions of Common Elements

Section 1. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, subject to the reservation of rights and reverter of declarant.

Section 2. The dock shall be divided into four slips and numbered one through four. Slip one shall be designated for the exclusive use of the owner of Lot 1. Slip one shall be for non-motorized watercraft only. Slip one shall be located on the south side of the dock between the shore and the dock. Slip two shall be designated for the exclusive use of the owner of Lot 10. Slip two may be used for motorized or non-motorized watercraft. Slip two shall be located on the north side of the dock on the water side of the dock. Slip three shall be designated for the exclusive use of the owner of Lot 11. Slip three may be used for motorized or non-motorized watercraft. Slip three shall be located on the south side of the dock on the water side of the dock. Slip four shall be designated for the exclusive use of the owner of Lot 12. Slip four shall be for non-motorized watercraft only. Slip four shall be located on the north side of the dock between the shore and the dock. Each owner has the right to dock one motorized or non-motorized watercraft, as set out above, at the designated slip.

Section 3. Declarant, their successors and assigns, shall

undertake the work of developing the common area. The completion of that work, and the sale of lots is essential to the establishment of the association. In order that such work may be completed and the association be established as soon as possible, nothing in the declaration shall be understood or construed to:

(a) Prevent declarant, their successors and assigns, or the employees, contractors, or subcontractors of declarant or their successors and assigns from doing on any part or parts of the lots owned or controlled by declarant, their successors and assigns, whatever they determine may be reasonably necessary or advisable in connection to the completion of such work;

(b) Prevent declarant, their successors and assigns, or the employees, contractors, or subcontractors of declarant, their successors and assigns from constructing and maintaining on any part or parts of the common area owned or controlled by declarant, her successors and assigns, such structures as may be reasonably necessary for the completion of such work, and disposition of lots by sale, lease, or otherwise;

(d) Prevent declarant, their successors or assigns, or the employees, contractors, or subcontractors of declarant, their successors or assigns from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "successors and assigns"

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DC,Kendall Wade,FRANKLIN County B:783 P:684

specifically exclude purchasers of any interest less than declarant's entire interest in the property.

ARTICLE VI

General Provisions

Section 1. *Enforcement.* Declarant, their successors and assigns, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. *Amendments.* Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than three quarters of the members.

Section 4. *Subordination.* No breach of any of the conditions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value as to any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or

otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof in perpetuity.

Dated this 22nd day of March, 2004.

Inst:0200402898 Date:04/07/2004 Time:09:56
DC,Kendall Wade,FRANKLIN County B:783 P:686

Signed, sealed and delivered
in the presence of:

Latisha M. Whitehurst
Witness

Mary McLeod
MARY MCLEOD

Latisha Whitehurst
Printed Name of Witness

Dawn Shiver
Witness

Dawn Shiver
Printed Name of Witness

STATE OF ~~MINNESOTA~~ Florida
COUNTY OF ~~RAMSEY~~ Franklin

I Hereby Certify, that on this 22nd day of March, 2004, before me personally appeared Mary McLeod, personally known to me or who has provided _____ as valid identification and who executed the foregoing for the uses and purposes therein mentioned.

Witness my signature and official seal in the County of ~~Ramsey~~ ^{Franklin} and State of ~~Minnesota~~ ^{Florida} the day and year last aforesaid.



Dawn M. Shiver
NOTARY PUBLIC

Signed, sealed and delivered
in the presence of:

Lotisha M. Whitehurst
Witness

John Patrick Cronin
JOHN PATRICK CRONIN

Lotisha M. Whitehurst
Printed Name of Witness

Inst:0200402898 Date:04/07/2004 Time:09:56
DC, Kendall Wade, FRANKLIN County. B:783 P:687

Dawn Shiver
Witness

Dawn Shiver
Printed Name of Witness

STATE OF ~~MINNESOTA~~ Florida
COUNTY OF ~~RAMSEY~~ Franklin

I Hereby Certify, that on this 22nd day of March, 2004,
before me personally appeared John Patrick Cronin, personally known
to me or who produced MA Drivers license as identification and
who executed the foregoing for the uses and purposes therein
mentioned.

Witness my signature and official seal in the County of ~~Ramsey~~ Franklin
and State of ~~Minnesota~~ Florida the day and year last aforesaid.

Dawn M. Shiver
NOTARY PUBLIC



Thurman Roddenberry and Associates, Inc.
Professional Surveyors and Mappers

PO Box 100
125 Sheldon Street
Sopchoppy, Florida 32358
USA

Phone: 850-962-2538
Fax: 850-962-1103

March 19, 2004

Legal Description of a 0.10 Acre Tract
Certified To: Mary Mcleod

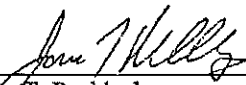
Inst:0200402898 Date:04/07/2004 Time:09:56
DC, Kendall Wade, FRANKLIN County B:783 P:688

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 61G17-6, Florida Administrative Code).

Begin at the most Westerly corner of Lot 10 of Victorian Village, a subdivision as per map or plat thereof recorded in Plat Book 6, Page 9, of the Public Records of Franklin County, Florida said point also lying on the centerline of a 60.00 foot roadway and utility easement. From said POINT OF BEGINING and leaving said centerline run North 43 degrees 51 minutes 39 seconds East along the Northwesterly lot line of said Lot 10 a distance of 453.08 feet to the edge of Mullet creek, thence run North 55 degrees 46 minutes 17 seconds West along said creek's edge 10.14 feet, thence leaving said creek's edge run South 43 degrees 51 minutes 39 seconds West 446.74 feet to the centerline of a 60.00 foot roadway and utility easement, thence run South 37 degrees 45 minutes 50 seconds East along said centerline 10.11 feet to the POINT OF BEGINING containing 0.10 acres more or less.

NO FIELD work has been performed to verify the accuracy of the property described hereon.

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.



James T. Roddenberry
Surveyor and Mapper
Florida Certificate No: 4261
93-304ac.0.10Revised:04/02/04

To all property owners of lots in the Victorian Village Subdivision of Yent Bayou Properties:

VICTORIAN VILLAGE contained an area on the subdivision plat (west of and adjacent to Lot 1) which was designated as "Common Area". This Common Area, as you all know, was designed for use by future land holders in an originally proposed subdivision of Yent Bayou Properties on the north side of Highway 98. These lands were sold to the State of Florida and the Common Area no longer needed for its original, intended purpose.

We have re-platted Victorian Village Lots 1 and 2, along with this Common Area into NEW Lots 1 and 2. However since this Common Area was specifically designated for use with ONLY the northern lands, and since it shows up on the Victorian Village Subdivision plat, the Attorney for the Franklin County Building and Planning Office, and the Company that has performed the title work (First American Title) have requested that all property owners sign off on the Common Area as not being part of the ACTUAL common area of Victorian Village.

Actual Common Area is limited to the private roadway, Entrance Gate, signage and vegetation & beach easement between Lots 8 and 9.

WHEREAS the undersigned owner(s) of Lot 8 in the Victorian Village Subdivision at Yent Bayou Properties hereby agrees that the Common Area referred to on the original subdivision plat dated July 12, 1993 and Recorded on August 1, 1994 in the Recorder's Office of Franklin County, Florida, in Plan Book Volume 6, Page 9, is NOT part of the Victorian Village Common Area and that as a Victorian Village Property Owner, I/We have no interest in said Common Area.

WITNESSETH that the said owner(s) of Lot 8 in Victorian Village, in consideration of the sum of ONE and No/100 (\$1.00 DOLLAR) paid to the owner by Yent Bayou Properties Partnership, the receipt of which is hereby acknowledged, do/does remise, release and quit-claim unto Yent Bayou Properties Partnership, and to their heirs and assigns, forever,

ALL that certain lot or tract of land located in Franklin County, FL known as the "Common Area" of the Victorian Village Subdivision of Yent Bayou Properties Subdivision as recorded in Franklin County Plan Book Volume 6, Page 9 on August 1, 1994 per survey dated July 12, 1993, with appurtenances. To Have and to Hold all the estate, right, title, interest, property, claim and whatsoever of the said lot owner to and for the use of Yent Bayou Properties Partnership and assigns forever.

FL# 200102864 B 666 P 401
REC NO. 01114909730

In Witness whereof, I/we here unto set our hand and seal.

Witness:

[Signature]
State of x Tennessee

FILED AND RECORDED
DATE 05/29/2001 TM 12:48
KENDALL WADE CLERK
CO:FRANKLIN ST:FL

Owner:

[Signature]
Jacob S. Sherman

County of x Rutherford

RECORDED VERIFIED
BY *[Signature]* DC

On this x 26 day of x March, 2001, before me a Notary Public in and for said State and County, personally appeared Jacob S. Sherman known to me (or satisfactorily proved) to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that they executed the same for the purpose therein contained.

In Witness whereof, I hereunto set my hand and official seal.

My Commission expires: 9/15/01

[Signature]
Notary Public

Jayne B. Logue
Notary Public at Large
State of Tennessee
Expiration Sept. 15, 2001

To all property owners of lots in the Victorian Village Subdivision of Yent Bayou Properties:

VICTORIAN VILLAGE contained an area on the subdivision plat (west of and adjacent to Lot 1) which was designated as "Common Area". This Common Area, as you all know, was designed for use by future land holders in an originally proposed subdivision of Yent Bayou Properties on the north side of Highway 98. These lands were sold to the State of Florida and the Common Area no longer needed for its original, intended purpose.

We have re-platted Victorian Village Lots 1 and 2, along with this Common Area into NEW Lots 1 and 2. However since this Common Area was specifically designated for use with ONLY the northern lands, and since it shows up on the Victorian Village Subdivision plat, the Attorney for the Franklin County Building and Planning Office, and the Company that has performed the title work (First American Title) have requested that all property owners sign off on the Common Area as not being part of the ACTUAL common area of Victorian Village.

Actual Common Area is limited to the private roadway, Entrance Gate, signage and vegetation & beach easement between Lots 8 and 9.

WHEREAS the undersigned owner(s) of Lot 4 in the Victorian Village Subdivision at Yent Bayou Properties hereby agrees that the Common Area referred to on the original subdivision plat dated July 12, 1993 and Recorded on August 1, 1994 in the Recorder's Office of Franklin County, Florida, in Plan Book Volume 6, Page 9, is NOT part of the Victorian Village Common Area and that as a Victorian Village Property Owner, I/We have no interest in said Common Area.

WITNESSETH that the said owner(s) of Lot 4 in Victorian Village, in consideration of the sum of ONE and No/100 (\$1.00 DOLLAR) paid to the owner by Yent Bayou Properties Partnership, the receipt of which is hereby acknowledged, do/does remise, release and quit-claim unto Yent Bayou Properties Partnership, and to their heirs and assigns, forever,

ALL that certain lot or tract of land located in Franklin County, FL known as the "Common Area" of the Victorian Village Subdivision of Yent Bayou Properties Subdivision as recorded in Franklin County Plan Book Volume 6, Page 9 on August 1, 1994 per survey dated July 12, 1993, with appurtenances. To Have and to Hold all the estate, right, title, interest, property, claim and whatsoever of the said lot owner to and for the use of Yent Bayou Properties Partnership and assigns forever.

FL# 200102860 B 666 P 397
REC NO. 01114909730

In Witness whereof, I/we here unto set our hand and seal.

Witness:

[Signature]
x *[Signature]*

FILED AND RECORDED
DATE 05/29/2001 TM 12:48

KENDALL WADE CLERK
CO:FRANKLIN ST:FL

Owner:

[Signature]
x *[Signature]*
Stafford G. Rastall
x *[Signature]*
Kristie Rastall

State of x Alabama

RECORDED VERIFIED
BY *[Signature]*

County of x DeKalb

On this x 5 day of x April, 2001, before me a Notary Public in and for said State and County, personally appeared Stafford G. Rastall and Kristie Rastall known to me (or satisfactorily proved) to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that they executed the same for the purpose therein contained.

In Witness whereof, I hereunto set my hand and official seal.

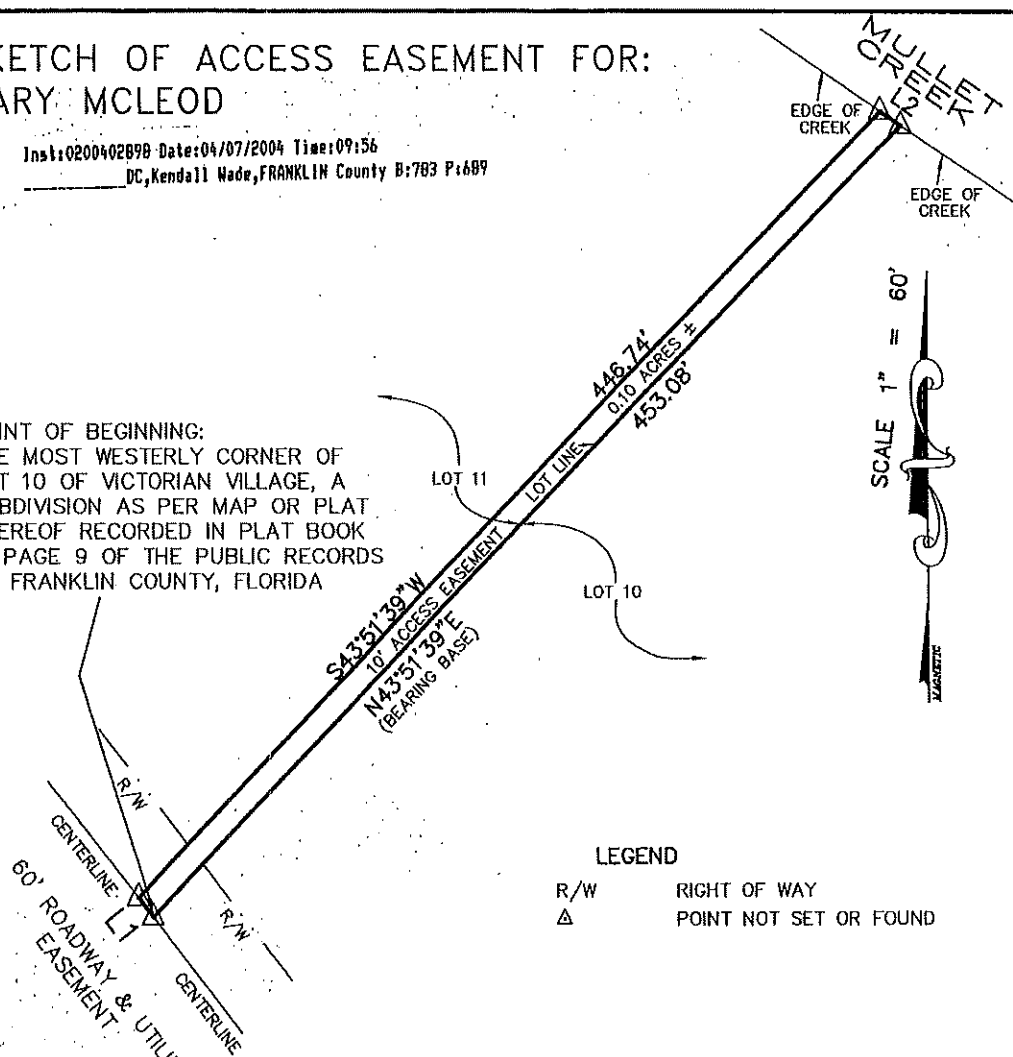
My Commission expires: 9-25-04

[Signature]
Notary Public
[Notary Seal]

SKETCH OF ACCESS EASEMENT FOR: MARY MCLEOD

Inst: 0200402898 Date: 04/07/2004 Time: 09:56
DC, Kendall Wade, FRANKLIN County B: 783 P: 689

POINT OF BEGINNING:
THE MOST WESTERLY CORNER OF
LOT 10 OF VICTORIAN VILLAGE, A
SUBDIVISION AS PER MAP OR PLAT
THEREOF RECORDED IN PLAT BOOK
6, PAGE 9 OF THE PUBLIC RECORDS
OF FRANKLIN COUNTY, FLORIDA



LEGEND

R/W RIGHT OF WAY
△ POINT NOT SET OR FOUND

LINE	DIRECTION	DISTANCE
L1	S37°45'50"E	10.11'
L2	N55°46'17"W	10.14'

NOTES:

1. SOURCE: Record plat
2. BEARING REFERENCE: Northwesterly boundary of Lot 10 of VICTORIAN VILLAGE, being North 43 degrees 51 minutes 39 seconds East as per record plat.
3. THIS IS NOT A BOUNDARY SURVEY.
4. No field has been performed to verify the accuracy of the sketch shown hereon.
5. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. See attached sheet for legal description.

I hereby certify that this is a true and correct representation of the sketch shown hereon and that this sketch meets the minimum technical standards for land surveying (Chapter 01017-6, Florida Administrative Code).

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 records, unrecorded deeds, easements or other instruments which could affect the boundaries.

James T. Roddenberry
JAMES T. RODDENBERRY
Surveyor and Mapper
Florida Certificate No: 4261

THURMAN RODDENBERRY & ASSOCIATES, INC. Professional Land Surveyor LB. NO 7180		
P.O. Box 100 • 114 Municipal Avenue • Sopchoppy, FL 32358-0100 • (850) 962-2830		
DATE: 03/17/04	DRAWN BY: JHR	COUNTY: FRANKLIN
FILE: 93304.DWG	DATE OF LAST FIELD WORK:	JOB NUMBER: 93-304