*This Instrument Prepared by:*
*Wm. Scott Lindsey, Esquire*
*Boyd, Lindsey & Sliger, P.A.*
*1407 Piedmont Dr. East*
*Tallahassee, Florida 32312*

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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MARINERS LANDING, LLC, hereafter referred to as "Declarant,"

**WITNESSETH:**

**WHEREAS,** Declarant is the owner of certain property in Franklin County, State of Florida, which is more particularly described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF:**

**NOW, THEREFORE,** Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I
## Definitions

Section 1. "Association" shall mean and refer to MARINERS LANDING HOMEOWNERS ASSOCIATION PHASE III, LLC, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more

persons or entities, of the fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to MARINERS LANDING, LLC, its successors and assigns.

## ARTICLE II
## Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Regulations, his rights of enjoyment to the Common area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III
## Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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 such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned.

## ARTICLE IV
## Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any

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Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessment. The Annual Assessments will be utilized to cover the cost, including but not limited to, the provision of maintenance of common areas (including, but not limited to, streets, swimming pool, clubhouse and any utilities related thereto) and the irrigation of the common areas. The annual assessment is $800 per year (payable quarterly in advance); however, the first assessment shall be due within ninety (90) days from the date of the 1st Homeowners Association meeting. From time to time the Board of Members may increase the annual assessment, but only if the above referenced costs increase.

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

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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 amount of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-half of all the votes of each class of membership shall constitute a quorum.

If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two voting members. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and will be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence upon the transfer of lot (s) to an Owner. The first annual assessment payment shall be adjusted according to the number of months remaining in the calendar year. Should there be an increase in the assessment the Board of Members shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment for each year shall be due and payable quarterly (four equal payments per year) commencing on December 31 of each year (in advance). The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an

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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.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at 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 Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Declarant Exemption. Notwithstanding anything to the contrary herein, the Declarant shall be exempt from payment of annual assessments. For so long as Declarant is exempt it shall pay the expenses of the Association in excess of other dues collected. However, in no event shall the Declarant be liable for expenses in excess of those it would pay without this exemption.

## ARTICLE V
## Land Use and Building Type

The lots shall be used for residential purposes only.

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## ARTICLE VI
## Dwelling Size

No dwelling shall be permitted on any lot unless it is at least two (2) story and at least 1,500 square feet except any dwelling on lots #21, #22 and #28 shall be at least two (2) story and at least 1,300 square feet. All dwellings are to be constructed on and supported by concrete pilings.

## ARTICLE VII
## Building Location

For Lots 1-20, no building shall be located on any of these Lots nearer than thirty-five (35) feet to the front lot line (center of interior street) or nearer than twenty-five (25) feet to the rear lot line. For Lots 21-25, no building shall be located on any of these Lots nearer than twenty-five (25) feet to the front lot line (center of interior street) or nearer than twenty (20) feet to the rear lot line. For Lots 26, 27 and 29, no building shall be located on any of these Lots nearer than thirty (30) feet to the front lot line (center of interior street) or nearer than ten (10) feet to the rear lot line. For Lot 28, no building shall be located on this Lot nearer than twenty-five (25) feet from the front lot line (center of interior street) or nearer than ten (10) feet to the rear lot line. For Lots 30 and 31, no building shall be located on either Lot nearer than thirty-five (35) feet from the front lot line (center of interior street) or nearer than ten (10) feet to the rear lot line. For Lots 32-37, no building shall be located on any of these Lots nearer than thirty-five (35) feet from the front lot line (center of interior street) or nearer than fifteen (15) feet to the rear lot line. No building, excluding eaves, on any of the Lots shall be nearer than five (5) feet to the side lot lines. Temporary structures, including but not limited to tool or storage sheds, shall not be allowed on any Lot.

## ARTICLE VIII
## Nuisances

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No noxious or offensive activity shall be carried on upon any Lot or any common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## ARTICLE IX
## Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet to advertise the property for sale or lease.

## ARTICLE X
## Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Furthermore, dogs, cats or other household pets shall not be allowed to wander or roam freely about the Properties.

## ARTICLE XI
## Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Members of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

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## Article XII
## Miscellaneous Prohibitions and Other Matters

Section 1. Mailboxes. Individual mailboxes shall not be allowed nor will there be a mailbox receptacle.

Section 2. Garbage and Refuse Disposal. Exterior garbage cans shall be allowed.

Section 3. Window Air Conditioning Units. Window air conditioning units shall not be allowed.

Section 4. Exterior Maintenance. Any exterior maintenance required for any particular Lot by the Association may be done in the discretion of the Association's Board of Members and the Association may assess any such exterior maintenance cost to the Lot owner.

Section 5. Firearms and Hunting. All firearms shall be prohibited from being used about the Properties.

Section 6. Road Maintenance. Any road maintenance cost incurred by the Association shall be allocated, prorated and assessed among the Lot owners.

Section 7. Radio, Television Antennas and Satellite Dishes. Exterior radio and television antennas shall be prohibited. Satellite dish size and location must be approved by the Board of Members or an architectural control committee.

Section 8. Clotheslines. Exterior clotheslines and/or the hanging of clothes at the exterior of the Properties shall be prohibited.

Section 9. Ground Level/Balcony Enclosures. No ground level enclosures of Lot improvements or balconies shall be allowed. To insure each lot owner's view no screening or other balcony improvements or objects shall impair the view of any lot owner.

Section 10. Boat and Trailer Parking. Boats may be parked under the Lot units and any designated common areas, but no other place on the Properties. However, no neglected boats,

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cars or household items may be placed under the Lot units or designated areas. In addition, motor home parking shall be prohibited.

Section 11. Fencing. The Declarant will install an exterior fence surrounding the lot units at its sole cost and expense. Any interior fencing shall be at the expense of the lot unit owner(s) with the fence design approved by the Architectural Committee and a majority of the members.

Section 12. Use of Boat Ramp. The Declarant owns access to two boat ramps across Marine Street from the Lot units. Lot owners shall be allowed nonexclusive utilization of the boat ramps for their own benefit, but only if the Lot owner makes an annual payment of $100 per lot owned by it for the use of such boat ramps and then $100 on an annual basis thereafter. Any such payment shall be made payable directly to the Declarant.

Section 13. Use of Vacant Lots. Vacant lots shall be maintained by the lot owners and the parking or storage of personal property on such lots shall not be allowed, unless temporary in nature.

Section 14. Limitation of Liability of the Board of Members of the Association. The Board of Members of the Association shall only be responsible for improper actions that are due to gross negligence or willful and wanton acts.

## Article XIII
## General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration recordation, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

Signed, sealed and delivered
In the presence of:

**MARINERS LANDING, LLC**

**Date:** Jan 20, 2004

**By:** _____
**Its: Managing Member**

**Date:** Jan 20, 2004

**By:** _____
**Its: Managing Member**

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STATE OF FLORIDA
COUNTY OF FRANKLIN

Mary Lawhon and Mark Thurman as Managing Members of MARINERS LANDING, LLC, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:

FLA. Driver license and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of Jan., 2004.

Felicia M Jackson

NOTARY PUBLIC

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