

OR1091PG1054

ARTICLES OF ASSOCIATION

AND

RESTRICTIVE COVENANTS

The following Articles of Association and Restrictive Covenants shall apply to property contained within the unrecorded subdivision to be known as "HIDDEN LAKES", more particularly described in Exhibit "A" attached hereto.

ARTICLE I

Membership

There is hereby created a homeowners' association to be known as "Hidden Lakes Homeowners' Association", hereinafter referred to as the Association, for the purpose of maintaining the common roadway easements in the above-described subdivision and for such other purposes as the Association may itself provide. All persons purchasing property within the subdivision shall become members of the Association and shall be liable for assessments made by it. Each separate ownership will constitute one membership. The Association shall meet at least once yearly and shall elect a Board of Directors, consisting of three (3) of its members. The quorum required to elect the Directors or to conduct other business will be the presence (or proxies) of 60% of the members of the Association collectively owning 60% of the total acreage subject to these Articles. (Except as provided in Article V).

ARTICLE II

Creation of Lien and Personal
Obligation of Assessments

Each owner of any tract by acceptance of a deed thereon, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, and such assessments are to be fixed, established, and collected from time to time as the Association provides. The assessment, together with

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
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PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

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such interest thereof and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

ARTICLE III

Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents, and, in particular, for the improvement and maintenance of the common roadway easements within the Hidden Lakes boundaries.

ARTICLE IV

Assessments

Commencing on January 1, 1984, the owners of property above described shall be assessed a yearly assessment fee of Five Dollars (\$5.00) per acre, owned by such member, subject to a minimum yearly assessment of \$25.00, which is due on the 30th of January each year.

ARTICLE V

Change in Assessments

The Association may change the amounts and basis of the assessments set forth in Article IV provided that such change shall have the assent of a two-thirds (2/3) majority of the votes of the members collectively owning two-thirds (2/3) of the total number of acres subject to these Articles, who are voting in person or by proxy, at a meeting called for this purpose, written notice of which shall have been sent to all members at least thirty (30) days in advance setting forth the purpose of the meeting.

ARTICLE VI

Duties of Directors

The Board shall select from their number a Chairman and a Secretary-Treasurer who shall act for the Association. The Board shall prepare and maintain a roster of the properties subject to these Articles and the assessments applicable thereto, which shall be open to inspection, by request, by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto. Each owner will be notified when their assessment is over 30 days delinquent. The Association will, upon demand, furnish a certificate in writing signed by the Secretary-Treasurer stating whether said assessment has been paid. The Directors will be responsible for the proper expenditure of the assessments collected. The Directors will serve without compensation for their services as Directors.

ARTICLE VII

Effect of Non-Payment of Assessment;
Personal Obligation of the Owner; The Lien;
Remedies of the Association

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representative and assigns. The personal obligation of the owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring action against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment

OR1091PG1057

the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and shall include a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

ARTICLE VIII

Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon any of the properties subject to assessment. The subordination shall not relieve such property from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage as if said lien were a second mortgage, irrespective of when such first mortgage was executed and recorded.

PART TWO

RESTRICTIVE COVENANTS

WHEREAS, it is to the interest, benefit and advantage of the undersigned and to each and every person who shall hereafter purchase any of the lands described herein that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land,

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every subsequent owner of any of the lands described herein, the undersigned, for themselves and their successors and assigns, do hereby set up, establish, promulgate, and declare the following restrictive covenants to apply to all of said land, and to all of said persons owning said land, or any of them hereafter; these restrictive covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through the undersigned until January 1, 2014,

OR1091PG1058

at which time said covenants may be extended or terminated, in whole or in part as hereinafter provided, to-wit:

Section 1. No land shall be used except for residential purposes as hereinafter provided. Tracts shall not be subdivided into separate tracts which would result in the establishment of a tract of less than one (1) acre in size; but nothing herein shall prevent the conveyance of a portion thereof for the purposes of enlarging an adjacent lot, providing it does not result in the establishment of a tract less than one (1) acre in size. In calculating the size of a tract, submerged land may be included.

Section 2. No building shall be closer than twenty-five (25) feet to any street right-of-way, nor closer than twenty-five (25) feet to any rear boundary line.

Section 3. No more than one single family residence may be constructed on any tract, as defined in Section 1 above.

Section 4. The ground floor area of the main dwelling structure, exclusive of porches, garages and decks, shall not be less than 700 square feet on the ground floor for a dwelling of more than one story. In no event may a dwelling contain less than 1200 square feet of heated area.

Section 5. No outdoor toilets may be maintained on said property, and no septic tank may be constructed without complying with the regulations of the Leon County Health Department or other appropriate governmental agency.

Section 6. No trash or debris may be placed or dumped into any of the lakes, nor will junk piles, junk, disabled vehicles or other unsightly debris be permitted or maintained on said property.

Section 7. No noxious or offensive activity shall be carried upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. No animals, livestock or poultry of any kind may be raised, bred, or kept on any land, other than dogs,

FOLSOM
& STEINMEYER, P.A.
ATTORNEYS AT LAW
122 S. CALHOUN ST.
TALLAHASSEE, FLA.

cats, and other household pets, except as hereinafter provided. On any tract containing two or more acres, horses may be kept at the rate of one (1) per acre. On any tract of five or more acres, cows may be permitted at the rate of one (1) per acre.

Section 9. All plans for any dwelling house, barn or workshop must be approved by the Architectural Control Committee. Approval to move any existing structure onto any tract must be obtained from the Committee prior to moving such structure onto the building site. The Architectural Control Committee shall consist of William L. Weeks (or his designated representative) and at least two other individuals who shall be selected by William L. Weeks and who shall be owners of property in the Hidden Lakes area.

Section 10. No mobile homes are permitted.

Section 11. The following restrictions shall be applicable only to the revised access easement described in Exhibit B attached hereto, which restrictions may be removed with the consent of the owners of the 3.38 area tract adjacent to and east of said access easement, to-wit:

(a) No structure shall be permitted on said easement other than a dock;

(b) No more than two property owners may be conveyed any interest in said access easement, nor shall public access be granted across said easement. A husband and wife shall be construed as a single owner for the purpose of this restriction.

Section 12. These covenants are to run with the land and be binding on all parties and all persons claiming under them until January 1, 2014, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless any instrument signed by a two-thirds (2/3) majority of the owners of two-thirds (2/3) of the total acreage then subject to these restrictions has been recorded, agreeing to change said covenants in whole or in part.

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Section 13. Enforcement of these covenants shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain or to recover damages.

Section 14. Should Leon County, Florida agree to accept title to any of the road right-of-way easements over said property, then the owners of the fee simple in the right-of-way agree to convey all their right, title and interest in such portion of the road right-of-way that they own to Leon County, Florida.

Section 15. Invalidation of any of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of the property described in Exhibit A attached hereto have hereunto signed these presents this 31st day of October, 1983.

Signed, sealed and delivered in the presence of:

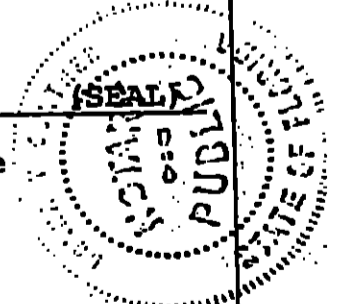
Richard A. Russo William L. Weeks
WILLIAM L. WEEKS
Donna T. Gauthier Betty W. Weeks
BETTY W. WEEKS

STATE OF FLORIDA)
 Pinellas)
COUNTY OF ~~LEON~~)

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 1983 by WILLIAM L. WEEKS and BETTY W. WEEKS.

Donna T. Gauthier
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 8/9/87
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 9, 1987
BONDED THRU GEN. INSURANCE UND



FOLSOM
& STEINMEYER, P.A.
ATTORNEYS AT LAW
172 S. CALHOUN ST.
TALLAHASSEE, FLA.

**BROWARD DAVIS & ASSOC., INC.**

BROWARD P. DAVIS, PRESIDENT
 REGISTERED ENGINEERS & LAND SURVEYORS
 FLORIDA-GEORGIA-ALABAMA
 TALLAHASSEE, FLORIDA 32302



2414 MAHAN DRIVE
 POST OFFICE BOX 1737
 PHONE 877-5172 OR 877-5900

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July 11, 1973

FLORIDA UPLANDS, INC.

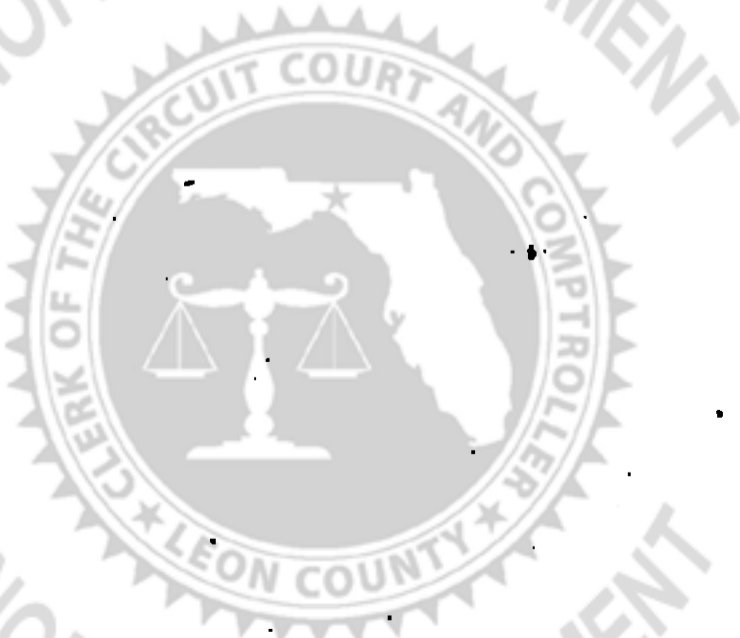
52.11 Acre Tract

South of Tram Road as of July 10, 1973

Commence at a St. Joe Paper Company Permanent Reference monument marking the Southwest corner of the North Half of the Southwest Quarter of Section 28, Township 1 South; Range 2 East, Leon County, Florida, and run thence South 89 degrees 55 minutes 50 seconds East along the South boundary of the North Half of the Southwest Quarter of said Section 28 a distance of 1055.01 feet to a point in a body of water for the POINT OF BEGINNING. From said POINT OF BEGINNING continue thence South 89 degrees 55 minutes 50 seconds East along said South boundary 1597.29 feet to a St. Joe Paper Company permanent Reference Monument marking the Southeast corner of the North Half of the Southwest Quarter of said Section 28, thence North 00 degrees 07 minutes West along the East boundary of the Southwest Quarter of said Section 28 a distance of 997.08 feet to a point in Lake Erie, thence North 89 degrees 17 minutes West 280.01 feet to a point in said Lake Erie, thence North 19 degrees 10 minutes 10 seconds West 153.18 feet to a concrete monument on the approximate water's edge of said Lake Erie, thence North 00 degrees 07 minutes West 752.0 feet to a concrete monument on the Southerly boundary of the 80.0 foot right-of-way of the Old T.S.&E. (Tram Road); thence Southwesterly along said Southerly right-of-way boundary as follows: South 88 degrees 05 minutes West 26.44 feet, thence South 83 degrees 43 minutes West 213.63 feet, thence South 79 degrees 04 minutes West 234.65 feet, thence South 74 degrees 42 minutes West 226.65 feet, thence South 73 degrees 07 minutes 50 seconds West 344.83 feet to a concrete monument, thence leaving said Southerly right-of-way boundary run South 00 degrees 26 minutes 50 seconds West 189.58 feet to a concrete monument, thence South 36 degrees 33 minutes 10 seconds East 162.70 feet to a concrete monument, thence South 04 degrees 32 minutes West 123.76 feet to a concrete monument thence South 15 degrees 52 minutes West 210.12 feet to a concrete monument on the approximate water's edge of Lake Mattie, thence continue South 15 degrees 52 minutes West 125.08 feet to a point in said

EXHIBIT "A"

(Page 1 of 2)



DR1091PG1062

FLORIDA UPLANDS, INC.
52.11 Acre Tract remaining South of Tram Road as of July 10, 1973
July 11, 1973
Page 2

Lake Mattie, thence South 00 degrees 26 minutes 50 seconds West 273.34 feet to a point in said Lake Mattie, thence South 30 degrees 13 minutes 40 seconds West 469.07 feet to a concrete monument, thence South 00 degrees 26 minutes 50 seconds West 120.52 feet to a concrete monument on the water's edge of a body of water, thence continue South 00 degrees 26 minutes 50 seconds West 116.81 feet to the POINT OF BEGINNING; containing 52.11 acres, more or less.



BROWARD P. DAVIS
Registered Florida Land Surveyor, NO. 1254

BPD #65-230

EXHIBIT "A"
(Page 2 of 2)

