

This Instrument was prepared by:
Daniel J. Webster, P.A.
444 Seabreeze Boulevard, Suite 360
Daytona Beach, FL 32118

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PENNINGTON OAKS**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PENNINGTON OAKS** is made as of this 14th day of April, 2020 by **THE 5 O'CLOCK FARM, LLC**, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Pennington Trails, Pennington Trails East, and Pennington Oaks (the "Original Declaration") was recorded May 2, 2008 in Official Record Book 1459, pages 80 to 139, Public Records of Suwannee County, Florida;

WHEREAS, a First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pennington Trails, Pennington Trails East, and Pennington Oaks (the "First Amendment") was recorded June 9, 2010 in Official Record Book 1592, pages 212 to 214, Public Records of Suwannee County, Florida;

WHEREAS, a First Supplement to the Declaration of Covenants, Conditions and Restrictions for Pennington Trails, Pennington Trails East, and Pennington Oaks Withdrawing Pennington Trails and Pennington Trails East (the "First Supplement") was recorded April 6, 2020 in Official Record Book 2180, page 164, Public Records of Suwannee County, Florida;

WHEREAS, on December 13, 2019, the original Developer, R. White Properties, Inc., a Florida corporation, assigned all rights, title and interest as Developer under the Original Declaration to The 5 O'Clock Farm, LLC, a Florida limited liability company;

WHEREAS, Developer is the developer of the Property described on **Exhibit "A"**, and intends to continue to develop a planned residential community in Suwannee County, Florida known as Pennington Oaks;

WHEREAS, Developer intends to amend and restate the Declaration, as provided herein.

WHEREAS, Developer by this Declaration imposes the covenants and restrictions contained herein upon the Property;

WHEREAS, Developer intends and desires to develop portions of Pennington Oaks for residential purposes, in accordance with this Declaration;

WHEREAS, Developer has caused the formation of the Association and to which there has been or will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Property and the collection of assessments and disbursement of expenses all as more particularly set forth herein and in the Articles of Incorporation and Bylaws of the Association; and

NOW, THEREFORE, Developer declares that the Property is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration which shall run with the Property, this Declaration shall be binding on all parties having any right, title or interest in the Property or any part thereof, including their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. All recitations contained herein are true and correct and are incorporated in the Declaration as though set out in full below.

ARTICLE I **DEFINITIONS**

As used in this Declaration and in any Document, the terms set forth below shall have the meanings as set forth herein:

1.1 **“Accessory Structure”** shall mean those pool houses, guest cottages, garage apartments, barns, and similar residential type appurtenances to a Dwelling Unit which may from time to time be allowed by County or city ordinances or development agreement within Pennington Oaks; the zoning ordinance or development agreement establishes the threshold requirements but subject to limitations set forth herein, the Board may establish reasonable additional requirements and conditions therefor.

1.2 **“Additional Lands”** shall mean such real property if any, which is not now part of the Property and which by filing a Supplement, Developer with the consent of the owner of the property to be added, may add to and which becomes part of the Property and subject to this Declaration.

1.3 **“Additional Owner”** shall mean the owner of Additional Lands, their successors and assigns.

1.4 **“Annual Assessment”** – See “Assessment”.

1.5 **“Articles of Incorporation”** shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.6 **“Association”** shall mean The Pennington Homeowners Association, Inc., a Florida corporation not-for-profit, its successors or assigns. The Association is NOT a condominium association.

1.7 **“Assessment”** shall mean any assessments made by the Association in accordance with the Documents including, but not limited to Original Assessment, Annual Assessment, Special Assessment, Enforcement Assessment, or Capital Improvement Assessment. There shall be two (2) types of Membership, Class A (Residential), and Class B (Developer owned); Class A Membership shall be subject to different assessments as determined by the Board. Prior to Turnover, Class B Membership shall not be subject to any assessments so long as such Member’s Lot is neither occupied nor has constructed thereon any permanent structure for so long as the Developer pays any operating expenses incurred by the Association that exceed the Assessments receivable from other Members and other income of the Association, which excess operating expenses Developer agrees to pay until Developer elects to pay such Assessments. All Assessments shall be levied pro rata based on the number of Memberships subject to this Declaration which are subject to Assessment at the date of adoption of such Assessment. (For example, if there are 100 Lots which are owned by persons other than the Developer, then each Lot shall be subject to 1/100th of the Assessment).

1.7.1 The **“Annual Assessment”** shall be \$200.00 per Class A Membership per year for calendar years 2020 and 2021, and thereafter shall subject to the provisions of the Article below entitled Assessments and Liens, be the amount determined by the Board of Directors to be necessary for the operation of the Association and the performance by the Association of its obligations.

1.7.2 The **“Special Assessment”** is an assessment for construction or reconstruction, unexpected repairs or replacement to Common Areas and Easement Areas or improvements thereon and related fixtures and personal property or to meet other unforeseen expenditures by the Association which cannot be met in a timely fashion or satisfied from Annual Assessments.

1.7.3 An **“Enforcement Assessment”** is any amount due from a Member as the result of efforts relating to the enforcement of the Documents or the imposition of a fine.

1.8 **“Board of Directors”** or **“Board”** shall mean the governing body of the Association.

1.9 **“Budget”** shall mean the annual operating budget adopted by the Board.

1.10 **“Bylaws”** shall mean the Bylaws of the Association, as amended from time to time.

1.11 **"Common Areas"** shall mean all real property, rights of way and easements, including any improvements and fixtures thereon, owned by, leased to, or dedicated to the use of which has been or is hereafter primarily or exclusively granted to the Association pursuant to the terms of this Declaration or otherwise dedicated by plat or deed.

1.12 **"County"** shall mean the County of Suwannee, Florida.

1.13 **"Declaration"** shall mean this document as amended from time to time.

1.14 **"Developer"** shall mean The 5 O'Clock Farm, LLC, a Florida limited liability company, and any person to which it may assign its rights hereunder in part or in whole, on a temporary or a permanent basis. The assignment of a particular right or of all Developer's rights as to less than all of the Property shall not constitute or empower the assignee as the Developer unless specifically so stated in the assignment. Except as specifically otherwise provided the Association shall succeed to all rights of the Developer after Turnover.

1.15 **"Development Code"** shall mean the standards and guidelines established from time to time, by the Developer and/or the Board concerning the design, location, materials, color, miscellaneous appearance and aesthetic considerations, construction and maintenance of all Structures, the landscaping, site work, and other work within the property.

1.16 **"Director"** shall mean a member of the Board of Directors elected or designated as set forth in the Bylaws of the Association.

1.17 **"Documents"** shall mean this Declaration, the Articles of Incorporation, Bylaws and the Rules of the Association, or a supplement all as amended from time to time.

1.18 **"Dwelling Unit"** shall mean any residential Dwelling Unit intended as an abode for one family and constructed on a portion of the Property including, without limitation, a detached, single-family home or manufactured home, and which has received a certificate of occupancy from the applicable governmental authority.

1.19 **"Easement Areas"** shall mean all real property, rights of way, including any improvements and fixtures thereon, owned by, leased to, or dedicated to the use of which has been or is hereafter primarily or exclusively granted to the Association pursuant to the terms of this Declaration or otherwise dedicated by plat or deed, including without limitation, an area ten (10) feet wide along the front of any Lot, fifteen (15) feet wide along the back of any Lot, ten (10) feet wide along on the side of any Lot that adjoins another Lot, fifteen (15) feet wide along the side of a Lot which does not adjoin another Lot and which is not adjacent to a road right of way.

1.20 **"Enforcement Assessment"** – See "Assessment".

1.21 **“Environmental Area”** shall mean jurisdictional wetlands (including upland buffers), conservation easements and other areas as designated by Developer to remain in their natural state but the term does not include Natural Areas.

1.22 **“Formal Notice”** shall mean written notice provided pursuant to §14.12.1 of this Declaration.

1.23 **“Informal Notice”** shall mean notice provided pursuant to §14.12.1 of this Declaration.

1.24 **“Institutional Mortgagee”** shall mean (a) any generally recognized lending institution having a first mortgage lien upon a Dwelling Unit or Lot, including, but not limited to any of the following institutions: a Federal or state savings and loan or building and loan association; a national, state, or other bank or real estate investment trust; or mortgage banking company doing business in the State of Florida; or a life insurance company; or a subsidiary of a holding company owning any of the foregoing or (b) any **“Secondary Mortgage Market Institution”** including the Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan (FHA) and Veterans Administration (VA) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot or Dwelling Unit: or (c) any and all investors or lenders which have loaned money to Developer to acquire or to construct improvements upon the Property and who have a mortgage lien on all or a portion of the Property securing such loan: or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot or Dwelling Unit.

1.25 **“Lot”** shall mean a subdivided or described parcel of land on any portion of the Property shown either upon any recorded Subdivision Plat for development or as described in a Supplement, including any residential or commercial condominium or cooperative unit. A Supplement may define a single parcel as having more than one Membership and subject such parcel correspondingly to more than one (1) Assessment.

1.26 **“Member”** shall mean a Person entitled to membership in the Association as provided in the Articles of Incorporation.

1.27 **“Membership”** shall mean the state of being a Member. Each lot shall have one (1) Membership.

1.28 **“Natural Area”** shall mean those areas designated as such by the Developer which are subject to a landscaping management plan (which plan may include leaving the area in its natural state) developed by the Association.

1.29 **“Operating Expenses”** shall mean the expenses for which Members are liable to the Association and include, but are not limited to the costs and expenses incurred by the Association in (i) fulfilling its obligations under the Documents and under

applicable law and (ii) administering, maintaining, operating and owning the Common Areas and Easement Areas.

1.30 **"Owner"** shall mean the record owner or owners of a fee interest in a Lot but excluding those having any interest in a Lot merely as security for the performance of an obligation.

1.31 **"Pennington Oaks"** shall mean real property as described on **Exhibit "A"**, including easements, submitted to this Declaration within the Pennington Oaks development as increased from time to time together with all improvements located thereon.

1.32 **"Person"** shall mean any individual, corporation, limited liability company, governmental entity, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest or any other legal entity other than the Developer and the Association.

1.33 **"Property"** shall mean the real property subject to this Declaration as legally described on **Exhibit "A"** and such Additional Lands as may hereafter be declared to be part of the Property. The Property may, from time to time, be reduced by Withdrawn Property and increased by Additional Lands.

1.34 **"Public Property"** shall mean any real property dedicated or conveyed by Developer or the Association to public use but does not include Common Areas and Easement Areas which have not yet been conveyed.

1.35 **"Rules"** shall mean the rules and regulations promulgated by the Board in accordance with the provisions of the Documents, which rules and regulations shall be reasonable.

1.36 **"SRWMD"** or "Suwannee River Water Management District" shall mean the governmental entity which issues the permits described in the SWMS definitions below.

1.37 **"Special Assessment"** - See "Assessment"

1.38 **"Structure"** shall mean any improvement within the Property which is built or constructed or any work artificially built up or composed of parts joined together in some manner the use of which requires a permanent or temporary location on or attachment to the ground. The term shall be construed as if followed by the words "or part thereof".

1.39 **"Supplement"** shall mean an instrument executed by Developer and any Owner of Additional Land and recorded in the Public Records of Suwannee County, Florida, for the purpose of subjecting Additional Land to this Declaration or to withdraw property from the Property or to declare a portion of the Property to be Public Property

or to impose additional or separate restrictions, covenants and conditions applicable to a specific piece of property.

1.40 **"Surface Water Management System" or "SWMS"** "Surface Water System" or "SWMS" means a Surface Water or Storm Water Management System which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality of discharge of the water.

1.41 **"Turnover"** shall mean a date no later than three (3) months after Developer has conveyed, to Owners other than the Developer, ninety percent (90%) of the Lots in Pennington Oaks that will ultimately be operated by the Association, or such earlier date as Developer gives written authorization for the election of a majority of the Board of Directors by the Class A members of the Association and such Directors are so elected.

1.42 **"Volume Builder"** shall mean a Person who acquires multiple Lots who is licensed as a contractor with the intent to build within one (1) year and who is so designated by the Developer.

1.43 **"Withdrawn Property"** shall mean that portion of the Property which is from time to time, deleted from the Declaration by the Developer for any reason. Property is withdrawn by a Supplement.

ARTICLE 2
GENERAL PLAN FOR DEVELOPMENT PROPERTY;
ADDITIONAL LANDS; PUBLIC PROPERTY

2.1 **Multiple Uses.** Developer by this Declaration has all of the rights and powers hereunder including any property rights incidentally necessary to effectuate the purposes and intent of the Documents. Developer presently plans to develop all or a portion of Pennington Oaks as a multi-phased, planned community comprising residential and recreational. Portions of the Property may be withdrawn by the Developer with the consent of the owner of the Withdrawn Property to correct minor technical errors in legal descriptions or surveys such as overlaps or gaps to make minor adjustments in boundary lines with adjacent properties such as public rights of way or to make any such other de minimis changes in the Property to facilitate platting or development.

2.2 **Non-Condominium Status; No Retroactive Legislation.** The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718 Florida Statutes. This Declaration is not a declaration of condominium. No portion of the Property is submitted by this Declaration to the

condominium form of ownership. Developer does not intend that any portion of the Property be submitted to the condominium form of ownership except such property as may be legally described in a declaration of condominium specifically prepared in accordance with Chapter 718 Florida Statutes executed by or with the consent of the Developer. Further, the express intent of the Documents is that the rights and procedures in the Documents shall not be retroactively affected by legislation enacted or taking effect after the date of the execution of this Declaration.

2.3 Natural Areas. Developer may designate certain Common Areas and Easement Areas or other areas as Natural Areas to be subject to a management plan to be developed by the Association. These areas may be seeded with native wildflowers and otherwise specially landscaped.

2.4 Supplements. Developer shall have the right alone and in its sole discretion and without the joinder and consent of any Owner(s) subject to this Declaration, except as otherwise expressly provided elsewhere herein, to execute and record in the Public Records of Suwannee County, Supplements containing certain provisions which: (a) omit the applicability of any of the provisions of this Declaration to all or a portion of the Property concurrently therewith or thereafter becoming Property; (b) add Additional Lands to the Property; (c) remove Withdrawn Property from the Property; or (d) declare part of the Property owned by the Developer to be Public Property.

2.5 Additional Lands and Other Property. Developer shall have the right in its sole discretion and without the consent of any Person except the owner of the Additional Lands to designate additional real property as Additional Lands by executing and recording a Supplement or amendment in the Public Records of Suwannee County. Developer makes no representation herein regarding the size of such real property, if any. Nothing in this Declaration shall impose any duty or obligation upon Developer to add Additional Lands to the Property.

2.6 Effects of Addition of Lands. Some of the effects of adding Additional Lands to the Property may be to increase the size of the Property, the total number of Lots subject to the Association, the number of Members, the number of Persons using the Common Areas and Easement Areas and any other property available to Members the size of the Associations' Budget and the total number of votes which may be cast by Members and to decrease the share of the costs borne by each Member.

2.7 Withdrawal. Except as provided in a Supplement, the Developer shall have the right in its sole discretion and without the consent of any Person, except the owner of the Withdrawn Property, to execute and record in the Public Records of Suwannee County, a Supplement which withdraws a portion of the Property and any Common Areas and Easement Areas from the jurisdiction, force, effect, and encumbrance of this Declaration, and, from the moment of recording of such Supplement no further act shall be necessary to nullify the effect of this Declaration on the Withdrawn Property and to fully release and discharge the Withdrawn Property from

all of the covenants, conditions, restrictions, burdens, easements, terms and provisions of this Declaration.

2.8 Effects of Withdrawal of Lands. Some of the effects of eliminating Withdrawn Property from the Property may be to decrease the size of the Property the total number of Lots subject to the Association the number of Members, the number of Persons using the Common Areas and Easement Areas and any other property available to Members, the size of the Associations' Budget, the Total number of votes which may be cast by Members and to increase the share of the costs borne by each Member.

2.9 Public Property. Until turnover, Developer shall have the right in its sole and absolute discretion to dedicate portions of the Property which are (i) not then sold to third parties or (ii) dedicated as Common Areas and Easement Areas to the County, other public entity or to an appropriate entity as Public Property for uses to include, without limitation, rights-of-way, public parks, and other public and institutional uses. Public Property shall cease to be a part of the Property and shall cease to be the subject of this Declaration upon its becoming Public Property as set forth by Developer in a Supplement or other recorded instrument. Persons who are not Members shall be entitled to use the Public Property. In spite of the fact of Public Property is not part of the Property, the Association shall have the right or may be required by an appropriate governmental agency to maintain certain portions of such Public Property. For example and not by way of limitation it may, from time to time be agreed between the Association and the appropriate governmental authority that publicly dedicated rights-of-way, or portions thereof, shall be maintained at a higher level than normal roadway and drainage facility maintenance. In such event, the Association may have to be responsible for maintaining all or a portion of such publicly dedicated rights-of-way in accordance with the terms of such agreement and the cost of same shall be assessed against the Members as an Operating Expense.

2.10 Restriction on Use With Adjoining Property. No Member or other person with the exception of the Association or the Developer or its successor in interest, shall be permitted to use any property adjacent to any property subject to this Declaration in any way in connection with or in conjunction with property subject to this Declaration without the prior written consent of the Developer prior to Turnover or after Turnover, without the prior written consent of the Association.

ARTICLE 3 **ASSOCIATION**

3.1 Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Areas and Easement Areas, roads, utilities and other property of the Association. Except in the Environmental Areas or Natural Areas, the maintenance responsibility shall include, without limitation, landscaping and other flora, lighting, fixtures, rights-of-way, lakes, retention ponds, parks, buffer strips, traffic control

devices, and any other improvements which may be situated upon the Common Areas and Easement Areas. If so provided in any permit issued by the SRWMD, the Association shall be responsible for the maintenance, operation and repair of the SWMS. Maintenance of the SWMS shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water management capabilities as permitted by the SRWMD. Any repair or reconstruction of the SWMS shall be as permitted, or, if modified, as approved by the SRWMD.

3.2 Duties of Association and Owners. The Association and ultimately the Owners of any real property located within Pennington Oaks will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the SRWMD and other applicable SRWMD rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the SRWMD. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the SRWMD.

3.3 Rules. The Association through the Board shall have the right to promulgate and impose reasonable Rules and thereafter modify after rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property and any improvements located thereon (including but not limited to, establishing reasonable fees for the special event use of Common Areas and Easement Areas and establishing hours and manner of operation.)

3.4 Successor to Developer. Except as specifically otherwise provided the Association shall upon Turnover succeed to all rights and powers of the Developer.

3.5 Enforcement of Laws and Local Ordinances. It shall not be a function of the Association to report violations of laws and local ordinances on behalf of Members. Each Member shall report violations of the same about which the Member is concerned to the appropriate entity rather than asking the Association to do so. The provision is not a waiver of the Association's right to report violations of laws and local ordinances which affect the Association's interest.

3.6 Insurance. The Board shall maintain property, casualty and public liability insurance if available for a reasonable price covering the Common Areas and Easement Areas for all damage or injury resulting from the operation, maintenance or use of the Common Areas and Easement Areas or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to the employment contracts with the Association in which the Association is a party. The public liability policy shall be in amounts as shall be set from time to time by the Association.

3.7 Street Lighting and Zoning Changes. The Association exclusively holds and administers on behalf of the Members of the Association the right to control the nature, type, placement, presence and location of street lighting within the Property and adjacent public rights of way and the right to apply for rezoning of the Property or any part thereof (but not individual Lot variances) or to amend a governmental document on behalf of the Association.

ARTICLE 4 **MEMBERSHIP; VOTING RIGHTS**

4.1 Membership. Membership in the Association shall be established and the rights, powers, duties and privileges thereof shall be as set forth in the Articles of Incorporation and Bylaws of the Association. All Owners of Lots shall be Class A Members. The Developer shall be the only Class B Member. Class A Membership, once established, shall be appurtenant to and may not be separated from ownership of a Lot.

4.2 Nature of Membership. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot. Said interest is not subject to anticipation, alienation, or the claims of any creditor or to the claims of any spouse for alimony or support or to legal process and may not be voluntarily or involuntarily alienated or encumbered or reached by any legal equitable or other process including bankruptcy in satisfaction of any debt or liability except as an appurtenance to the Lot.

ARTICLE 5 **COMMON AREAS/EASEMENT AREAS**

5.1 Conveyance of Common Areas. Developer agrees that it shall convey to the Association and the Association agrees that it shall accept fee simple title, dedications or easements to the Common Areas and Easement Areas subject to: this Declaration, Supplements, Amendments and all other Documents: real estate taxes for the year of such conveyance all applicable zoning ordinances and other land use regulations such facts as an accurate survey would show and all other covenants, easements, restrictions and reservations of record. Developer may convey all or portions of the Common Areas to the Association at such time prior to Turnover as Developer may determine. At Turnover, Developer shall convey to the Association all such portions of the Common Areas not previously conveyed to the Association. ALL CONVEYANCES SHALL BE IN "AS IS" CONDITION AS TO BOTH LAND AND IMPROVEMENTS, AND THE ASSOCIATION AGREES TO ACCEPT "AS IS" THE CONVEYANCE OF THE COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS APPURTENANT THERETO WITHOUT ANY REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED IN FACT OR BY LAW AS TO THE CONDITION OR FITNESS OF THE COMMON AREAS OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. Nothing

herein shall abrogate the requirement for the Developer's written consent to the designation of property as Common Area or its transfer to the Association or the Developer's right to impose conditions upon safe transfer. All costs and expenses of such conveyance shall be paid for by the Association.

5.2 Common Areas to Retain Status. Once title to a Common Area or any portion thereof becomes vested in the Association such Common Area, shall not be abandoned, partitioned, alienated, released, conveyed, transferred, hypothecated or otherwise encumbered without first obtaining before Turnover the written approval of Developer and the affirmative vote of not less than three-quarters (3/4) of the votes of the Class A Members including Developer and after Turnover the affirmative vote of not less than three-quarters (3/4) of the Class A Members. Nothing herein shall prohibit the Association from granting such easements as are reasonably necessary or appropriate for the Property in a manner consistent with the provisions of the Documents nor shall the foregoing prohibit the Association after Turnover from encumbering the Common Areas.

5.3 Access to Common Areas. Common Areas and Easement Areas owned, leased or for the use of the Association are for the benefit and where appropriate the use of all Owners throughout the Property.

5.4 Other Property. The Association may enter into easement agreements or other use or possessory agreements whereby the Association may obtain the use or possession on an exclusive or non-exclusive basis of property outside the Property for certain specified purposes. The Association may agree to maintain and pay for the taxes, insurance, administration, upkeep, repair replacement or maintenance of any property which Developer until Turnover and thereafter the Association determines to be desirable or beneficial for the redevelopment of the Property the expenses of which shall be an Operating Expense. Prior to Turnover no such agreement shall be entered into without the prior written consent of Developer.

5.5 Maintenance. All Common Areas and Easement Areas shall be well maintained and kept in good order and repair. Except the Natural Areas or Environmental Areas, all landscaping within Common Areas shall be well maintained, trimmed, cut and irrigated in a manner consistent with the adjacent or nearest portions of the Property.

5.6 Owner's Property Rights. Every Owner shall have a right of enjoyment in and to the Common Areas and Easement Areas which shall be appurtenant to and shall pass with title to every Lot subject to all terms of the Declaration including the Rules or to any restrictions or limitations contained in any conveyance of the Common Areas to the Association or any amendment or Supplement to this Declaration. The Common Areas are private property unless the same are conveyed in accordance herewith and designated as Public Property.

ARTICLE 6

ASSESSMENTS AND LIENS

6.1 **Covenant for Assessments.** Every Owner of an improved or unimproved Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed or other conveyance hereby covenants and agrees to pay to the Association: (a) Annual Assessments; (b) Special Assessments; and (c) Enforcement Assessments: all such Assessments to be fixed, established and collected from time to time as herein provided.

6.2 **Budget Limitations on Board.** If any budget adopted after adjustment for the items excepted below requires an Annual Assessment per Member which exceeds one hundred fifteen percent (115%) of the Annual Assessment per Member for the preceding year, the Board upon written application of ten percent (10%) of the Members submitted within twenty (20) days of the adoption of such budget by the Board, shall call a special meeting in accordance with the applicable provisions of the Bylaws. At the special meeting, the Members shall consider and adopt a budget by majority vote at such meeting or if there is no quorum in attendance at such meeting the budget adopted by the Board shall be the annual budget for that year. In determining whether a proposed Annual Assessment exceeds one hundred fifteen percent (115%) of the Annual Assessment for prior years. Special Assessments, Enforcement Assessments reserves for repair or replacement, operating expenses for new services or facilities to be placed in service during the upcoming budget year and expenses which are not expected to be incurred on a regular basis shall be excluded from computation. The average monthly amount of operating and maintenance expenses for services or facilities which were not in service during all or substantially all of the budget year shall be multiplied by the number of months in which the services or facilities were not in place and the product shall be added to the expenses for the preceding year for comparison purposes.

6.3 **Developer Reservation of Right.** Developer reserves the right to change the amount of the Annual Assessments after any applicable guarantee period pursuant to all terms hereof and reserves the right to change the amount of the assessment in subsequent Supplements or amendments but only as to Lots not yet conveyed to an Owner other than an Exempt Person.

6.4 **Use of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of maintaining Association property, promoting the recreation, enjoyment, health, safety and welfare of the Owners, including but not limited to:

6.4.1 **Operating Expenses.** The costs associated with the maintenance and operation of the Association and the performance of its duties established under any of the Documents.

6.4.2 Lighting, Streets, Signage. Lighting, improvements and beautification of streets, roads and access ways, medians and their unpaved areas within the rights-of-way, and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the streets, and access ways (subject to such regulations and rules as may be imposed by governmental authorities).

6.4.3 Common Areas. Maintenance, improvement and operation of the Common Areas and Easement Areas.

6.4.4 Construction and Repair. Making such additions, replacements and repairs to the Common Areas and Easement Areas and constructing new or additional improvements on the Common Areas and Easement Areas as the Association shall determine necessary or desirable.

6.4.5 Neatness, Beauty, Safety. Doing any other thing necessary or desirable to keep the Property neat and beautiful; to preserve and enhance the value of the Property including Lots and Dwelling Units; to eliminate fire, health, or safety hazards; or that in the judgment of the Association may be of general benefit to the Owners or occupants of lands included in the Property.

6.4.6 Repayment. Repayment of funds and interest thereon borrowed by the Association.

6.4.7 Maintenance Reserve. No reserves are required to be established or maintained by the Developer or out of Assessments until the Turnover. Commencing after Turnover, the Association shall establish and maintain reserve funds for the periodic maintenance, repair and replacement of improvements of and to the Common Areas.

6.4.8. Assessments. The Association shall levy a special assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the SRWMD. Such special assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within thirty (30) days of the assessment being levied.

6.5 Personal and Transferee Liability. All Owners of Lots, except any Lot under a temporary exemption as provided herein shall be jointly and severally liable for all Assessments coming due during their ownership. Any Person acquiring a Lot shall be jointly and severally liable with the grantor for all unpaid assessments accruing prior to the time of transfer, without prejudice to any right the Person acquiring title may have to recover from the grantor amounts paid by the acquiring Person.

6.5.1 Limitation on Liability of Institutional Mortgages. The maximum amount of preacquisition Assessments for which an Institutional Mortgagee which acquires title by foreclosure or deed in lieu of foreclosure is liable is the lesser of one percent (1%) of the original mortgage debt or twelve months Assessments.

6.6 Certification of Payment. Upon written request the Association shall furnish a certificate in writing signed by an officer or the Association setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may make a reasonable charge to any Owner or any lender.

6.7 Lien for Assessments. Any Assessment or installment thereof which is not paid (meaning received by Association on the due date) is delinquent. Any Assessment or installments thereof remaining delinquent for ten days shall be subject to a delinquency charge of \$10.00 or such greater amount as may be established from time to time by the Board. If the Assessment or installment thereof together with the delinquency charge is not paid within thirty (30) days after the due date, the Assessment shall bear interest at the rate of eighteen percent (18%) per annum, but in no event higher than the highest rate allowed by law from the date of delinquency. Such Assessment, together with interest, attorney's fees and court costs as provided for in the section of this Declaration entitled "Enforcement" shall be not only a personal obligation of the Owner (joint and several if more than one Owner) but also shall be a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, the Owner's heirs, devisees, personal representative, grantees and successors. A Notice of Lien may be recorded in the Public Records of Suwannee County, Florida which lien shall also include and protect all Assessments coming due after the date of its recordation and until it is paid or its foreclosure is completed. If the lien is not paid within thirty (30) days after the due date, the Association may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against the Lot, or both. However, the personal obligation of the then Owner to pay such Assessment, together with interest, attorney's fees and court costs as provided for in the Section of this Declaration entitled "Enforcement" shall remain the personal obligation of such Owner.

6.8 Exempt Property. Certain Lots may be exempt from Assessments as follows:

6.8.1 Permanent Exemption. The following property subject to this Declaration shall be exempt from the Assessments including any reserves, charges and liens created by this Declaration: (a) Public Property; (b) the Common Areas and Common Areas; and (c) the Surface Water Management System.

6.9 Association Bidding Rights. The Association shall have the power to bid for a Lot at a foreclosure or judicial sale, and to acquire, hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following this type of acquisition of title: (a) no right to vote shall be exercised on its

behalf; (b) no Assessment shall be assessed or levied on it; (c) each other Lot shall be charged, in addition to its usual Assessment, its equal *pro rata* share of the Assessment that would have been charged such Lot had it not been acquired by the Association.

6.10 Prohibited Uses of Assessments. Notwithstanding anything to the contrary contained herein, expressly, by implication, or otherwise, the Association shall not have the power or authority to use, make, levy, impose enforce, or collect any Assessment for the purpose, in whole or part, or directly or indirectly, of financing the prosecution of or otherwise supporting actual or contemplated litigation against the Developer or Subdeveloper or any of their respective officers or directors, with respect to matters arising out of or relating to the Documents or Common Areas and Easement Areas or any improvements thereon. This protection shall extend to any assignee-transferee of the Developer and Subdevelopers. Any attempted Assessment for the foregoing purpose shall be null and void, and all Lots are hereby exempted and exonerated from same, and Developer and Subdeveloper shall have standing to assert this defense.

ARTICLE 7 **USE RESTRICTIONS**

7.1 Non Site-Specific Restrictions. In order to preserve the values and amenities of Pennington Oaks, the following provisions shall be applicable:

7.1.1 Alteration of Drainage. Except for Developer's acts and activities in the development of the Property, no change in the condition of the soil or the level of the land of any portion of the Property shall be made which results in any permanent change in the flow of or drainage of surface water within the Property without the prior written consent of the Developer or Board. No surface or lake water from the SWMS may be used for the irrigation of any Lot.

7.1.2 Common Areas. Nothing shall be stored, constructed upon, or removed from the Common Areas, except with the prior written approval of Developer or the Board, as appropriate. Any large group activities on Common Areas shall be coordinated with the Association.

7.1.3 Surface Water Management System. Because the SWMS affects Pennington Oaks and the Common Areas, and may be managed by the County, Developer, Association or others, certain restrictions related to such SWMS are necessary.

7.1.3.1 Fillings. No portion of the SWMS or other drainage areas on which the SWMS abuts may be filled without the approval of the Developer. No Person shall fill, dike, rip-rap, block, bulkhead, divert or change the established SWMS that has been or may be created by easement, plat or SRWMD permit without the prior written consent of Developer.

7.1.3.2 **Swimming.** Except as specifically otherwise permitted by Association in writing, swimming in the SWMS is prohibited. ANY PERSONS WHO SWIM IN OR OTHERWISE USE ANY PORTION OF THE SURFACE WATER MANAGEMENT SYSTEM OR USE ANY ISLAND LOCATED IN ANY LAKE OR MARSH, SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM.

7.1.3.3 **Water Craft.** No power craft, jet skis, rafts, boats or other craft shall be allowed on any portion of the SWMS without the prior written consent of Developer, except that this prohibition shall not apply to craft used by the County, the Association or Developer or its designees or to craft used to provide maintenance and emergency services.

7.1.3.4 **Docks.** No dock, davit or other Structures abutting the SWMS shall be constructed, unless the construction and maintenance of such Structure is approved by Association in its sole discretion, and, if located on property subject to a Declaration permitted by the applicable Declaration. The Association shall have the right to promulgate and enforce Rules concerning the size, location and manner of use of any dock, davit, or other Structure so permitted.

7.2 Use Restrictions.

7.2.1 The Developer shall have the right, at any time until Developer has sold all parcels in the subdivision, to amend these Protective Covenants, as it, in its sole discretion, deems appropriate. After the Developer has sold all parcels in the subdivision, these Protective Covenants may be amended at any time, if such amendment is approved by the owners representing the ownership of not less than 70% of the parcels covered by these Protective Covenants. Such approval shall be evidenced by the recording of an instrument placed on public record in Suwannee County, Florida executed by said owners. Invalidation of any one of these covenants by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7.2.2 No permanent dwelling is permitted which has a ground floor area, exclusive of open porches, decks or garages, of less than 1,000 square feet. Modular homes and Doublewide mobile homes will be allowed, provided that they meet the minimum square footage requirement of 1,000 square feet and are in good condition. Mobile homes older than ten (10) years must be approved in writing by the Developer or entity enforcing these restrictions. All mobile homes must be skirted within sixty (60) days of being delivered to the property. Mobile homes must be set up in accordance with the State of Florida standards and maintained in a neat and orderly fashion.

7.2.3 Travel trailers, campers, motor homes and tents shall not be used as living quarters on any lot permanently but may be used on a temporary basis not to exceed 120 days during any 12-month period. If the owner is actively building their own home, then they can live in temporary facilities for a period not to exceed twelve (12) months.

7.2.4 Trash, junk, garbage and abandoned automobiles shall not be allowed to be placed nor to remain on any lot. Each homesite area is to be maintained in a neat and orderly appearance free of clutter and miscellaneous items scattered around.

7.2.5 No hunting.

7.2.6 No noxious or offensive activity shall be carried on upon the herein described lots. No trade or business will be allowed if any of these activities may be or may become an annoyance or nuisance to the other owners in the subdivision.

7.2.7 These restrictions will limit each parcel to no more than two single-family dwelling units. Current Government Regulations will also restrict the number of dwellings per parcel. Check with Suwannee County Building and Zoning for current Regulations.

7.2.8 No swine shall be raised, bred or kept on any lot. Dogs, cats, and other pets may be kept, so long as they are within the confines of the Owner's lot, or within the Owner's dwelling place. Livestock (on a small basis, for example: no large chicken barns or commercial feeder lot operations) are allowed, except for swine, to be kept on the property as allowed under the Suwannee County code regulations. Animal pens shall be kept clean and neat in appearance. Animals, whether by action of number, shall under no circumstance create a nuisance to the neighbors in the subdivision; in particular, animals shall not create a nuisance through noise, odor, insect infestations or any health hazard.

7.2.9 No defacement of property is allowed. Borrow pits are not allowed. A pond may be constructed and maintained on any lot so as all necessary permits are obtained. If a pond is constructed, it must be maintained in such a way as not to become a nuisance.

7.2.10 Government comprehensive plans, zoning, land development regulations and other rules and regulations supersede these restrictions and protective covenants. The Suwannee County Office of Planning and Zoning should be contacted to obtain the latest information regarding requirements and restrictions on use and development before making plans for the use of any parcels covered by these Restrictions and Protective Covenants.

7.3 Compliance with Documents. Each Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees, shall be bound by and abide by the Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner at whose invitation such Person is present on the Property. Such Owner shall be liable to the Association for any damages to the Association or the Common Areas resulting from the act of any of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which shall be paid for by the Owner or the Association as an Enforcement Assessment. Failure of an Owner to notify any Person of the existence of the provisions of this Declaration shall not act to limit the right of enforcement of the provisions of the Documents and shall permit the Association to enforce any of the lessor's right thereunder. If these provisions are not specifically set forth in any lease they nonetheless shall be deemed to be included by virtue of the provisions of this subparagraph. Each Owner, by acceptance of a deed to a part of the Property for himself, his heirs, personal representatives, successors and assigns hereby releases and discharges the Developer, the Association and the Board and their respective officers, directors, members, employees and agents (including those retained to provide management services), from any and all liability for interference with, prohibition or termination of, any lease or tenant arrangement. Each Owner, for himself, his heirs, personal representatives, successors and assigns hereby agrees to indemnify and hold the Developer, the Association and the Board and their respective officers, directors, members, employees and agents (including those retained to provide management services) harmless from and against any claim by such Owner's lessee or tenant or any Person claiming by, through, or under Owner, for interference with or prohibition or termination or, any lease or tenant arrangement.

7.4 No Implied Waiver. The failure of Developer or Association to object to an Owner's, or other Person's failure to comply with the covenants, conditions, or restrictions contained herein or any other Documents (including the Rules now or hereafter promulgated) shall, in no event, be deemed a waiver of the provisions of the Documents.

7.5 Minimum Design Criteria. All improvements shall be constructed at the least to the following minimum standards:

7.5.1 Size of Residence. In Pennington Oaks, the living area of each residence shall contain a minimum of one thousand (1,000) air conditioned square feet exclusive of garages, open porches, patios and terraces.

7.5.2 Manufactured Homes. The objective for home requirements is to be flexible enough to allow an attractive 10 year old doublewide manufactured home to be placed on a lot, if owner so chooses, without the uncertainty of subjective approvals by the Developer or Association. At the same time it is important for homes to maintain a favorable impression for this community by their appearance. In this regard buyers can conclude the requirements for their homes are met if they comply with the following

conditions (in addition to those mentioned above) when a home is immediately placed on a lot initially and through the time it remains on the lot:

a) The tongue and wheels must be removed within 60 days of delivery to the lot.

b) Exterior rust or mildew, broken or missing windows, loose or missing roof material, loose or missing skirting, loose or missing exterior siding, broken or missing doors are not allowed. Homes with any of these conditions are not allowed to be placed on a lot or remain on a lot.

c) Simultaneously with the setup of a manufactured home, one or more neat and attractive storage facilities each at least 10' wide and at least 12' long must also be placed on the property and remain (or replaced with another) for as long as the manufactured home remains on the lot. The intention is to help avoid property clutter that tends to occur without a storage facility.

7.5.3 Setback Criteria and Placement of Residence. With the exception of driveways, walks, fences, and mailboxes, no structures shall be allowed on any lot outside the building setback lines. Minimum building setback requirements for a typical standard lot are as follows:

Front: 50' from right of way easement line

Side: 25' each side to adjoining property line

25' to right-of-way easement on corner lot

Rear: 20' to or landscape easement, as applicable

Setbacks for corner lots, interior lots, cul-de-sac lots, and those lots that have an interface with Common Areas may require different minimum setbacks. Placement of the building within the setback limitations shall be in the most advantageous position to ensure that no trees are unnecessarily disturbed and that the views and privacies of surrounding residences are not adversely affected.

7.5.4 Grading and Drainage. All buildings will be constructed at a minimum finished floor elevation established by the permitting authority. Existing trees and vegetation should be spared whenever possible. Cuts and fills should be designed to compliment the natural topography of the site. Existing drainage structures shall not be altered or effected in any way. Flow of water shall be directed to existing drainage structures in such a manner as not to allow run-off onto adjacent property no allow puddles or ponding in paved or swale areas.

7.5.6 Wetlands. The owner of any real property covered by the restrictions shall refrain from obstructing the natural drainage of the real property herein and shall keep any natural drainage ways as may exist on said real property clear so as not to interfere with drainage plans approved by the Suwannee River Water Management (hereafter "SRWMD"). No activity of any type shall be conducted within any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.21, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks. Furthermore, the owner of any real property covered by these restrictions shall refrain from any activity inconsistent with the permit and/or easement issued by the SRWMD, including but not limited to (1) constructing or placing building roads, signs, billboards or other advertising, utilities or other structures on or above any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.21, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks; (2) Dumping or placing soil or other substances or material as land fill or dumping or placing or trash, waste or unsightly or offensive materials on or above any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks; (3) Removing or destroying any trees, shrubs or other vegetation on or above an area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks; (4) Excavating, dredging or removing loam, peat, gravel, soil rock or other material substances in such a manner as to effect any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks; and (6) Acts or uses detrimental to the retention of any area described as a wetland (as defined in 373.019(22), Fla. Stat. (2003) and other related definitions set forth in 40B-400.021, F.A.C. (2003) on the Subdivision Plat for Pennington Oaks.

In addition to any available administration remedies, the SRWMD shall retain the right to institute a civil action on any Court of Competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any administrative or other civil action shall be entitled to an award of reasonable attorney's fee and cost.

ARTICLE 8

EASEMENTS AND OTHER RIGHTS

8.1 Easements and Cross-Easements on Common Areas. Developer, for itself, its designees, successors and assigns, and the Association reserves the right to grant to the County or any other governmental entity and, public or private utilities, or any other Person, easements and cross-easements over, under and upon the Common Areas or within Easement Areas for ingress and egress, maintenance and the

installation, maintenance, construction, and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, security master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, reuse water, gas, drainage, irrigation, lake maintenance, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for the Property or any portion thereof. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Developer or the Board, as appropriate, shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall not adversely affect any other recorded easement on the Property or portion thereof.

8.2 Use. Developer declares that the Common Areas are subject to, and hereby grants, a nonexclusive easement in favor of Developer, the Association and their designees, the Owners and that Owners' family members, guests, invitees and lessees, for such use of the Common Areas and Easement Area and facilities thereon as the same are reasonably intended in accordance with the terms of this Declaration, a Supplement or any other Documents. Such easements shall run with the land relative to each Lot and cannot be modified by supplement or amendment except as expressly provided herein without the consent of the Owners. If ingress or egress to any Lot is through any Common Areas or Easement Area, any conveyance or encumbrance of such area is subject to the Owner's easement. Use of Common Areas and Easement Area subject to such Rules as the Board may specify.

8.3 Right of Association and Developer to Enter Upon the Property. An easement(s) for ingress, egress and access is granted and reserved in favor of Developer, the Association, the Board and all agents, employees or other designees of Developer, the Association or the Board to enter upon Common Areas, or other Property for the purpose of inspecting any construction, proposed construction, or improvements or for the purpose of fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair by Developer, Association, Board, and such Owner. Such easement shall include an easement in favor of the Association, Developer and the Board to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Developer otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Developer to maintain, repair, or construct improvements which an Owner is required to maintain, construct or repair.

8.4 Access for Emergency and Governmental Service. An access easement over and upon the Common Areas and Easement Area is granted for ingress and egress for emergency vehicles and governmental services.

8.5 Surface Water Management System Easement. Except as provided in a supplement, a perpetual, nonexclusive easement is granted and reserved in favor of Developer and the Association, as necessary for access to any portion of the Property in order to construct, maintain or repair any SWMS or Drainage Areas and facilities thereon and appurtenances thereto. No Structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of drainage facilities or which may obstruct or retard the flow of water through the SWMS or otherwise interfere with any easement provided for in this Article or the use rights set forth in this Declaration.

8.6 Drainage Areas. Drainage areas, or drainage easements (collectively "Drainage Areas") shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with applicable permits and in accordance with the requirements of applicable governmental authorities. The "drainage easements" shown on any plat or conveyance shall be used for the construction, repair and maintenance of drainage facilities and all appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the Developer, the Board, and the appropriate governmental agencies. In the event of a dissolution or termination of the Association responsible for the applicable Drainage areas, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

8.7 Additional Easements. The Association, acting through its Board of Directors, shall have the right to execute, without further authorization, such grants of easement licenses or other rights of use as may, from time to time, be necessary to desirable over, under, across and upon the Common Areas and Easement Area Such easements may be for the use and benefit of Persons who are not Members, for portions of the Property which are not Property hereunder, and for Additional Lands or other real property which is not part of the Property.

8.8 Assignments. The easements reserved hereunder to Developer may be assigned by Developer in whole or in part to any Person on a temporary or permanent basis.

8.9 Association Right of Entry. The Association has the irrevocable right of access over any Lot during reasonable hours and in a reasonable manner, when necessary for the maintenance, repair or replacement of any Common Areas, or Easement Areas, or for making emergency repairs which are necessary to prevent damage to the Common Areas, or to another Lot or Lots. Any damage done to a Lot by the Association in connection with the exercise of this right of access shall be repaired and restored to the same condition at the Association's expense.

8.10 Enforcement of Suwannee River Water Management District. The Suwannee River Water Management District ("SRWMD") shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and any

supplement to which relate to the maintenance, operation and repair of the SWMS or other Drainage Areas.

ARTICLE 9 **NO PARTITION**

Except as is permitted in this Declaration or amendments hereto, there shall be no physical partition of any Common Area, Lot, or any part thereof, nor shall any Person acquiring any interest in any Common Area, Lot or any part thereof, seek any such judicial partition, except in the event it becomes necessary or desirable as a result of a governmental condemnation or taking of all or a portion of any Common Area, Lot or part thereof, or a decision not to repair or replace damage or destruction resulting from natural disaster. This provision shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property. No creditor or judgment creditor of any Owner shall have the right to reach by partition or otherwise less than all of an Owner's Lot, or Owner's interest in the Association or Common Area except as an appurtenance to such Owner's Lot.

ARTICLE 10 **GENERAL AND PROCEDURAL PROVISIONS**

10.1 Declaration Runs With Property; Term. The covenants, reservations, restrictions and other provisions of the Declaration, as amended, shall *run with* and bind the Property and shall inure to the benefit of Developer, Association, Subdevelopers, Volume Builders, and all Owners, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is originally recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years unless prior to any renewal date and instrument signed by at least two-thirds (2/3) of each class of Owners (as of the date of recording) has been recorded agreeing to terminate this Declaration in whole or in part; provided, however, if the Developer, the Developer or the Additional Owner owns any part of the Property no such termination of this Declaration shall be effective without the consent of the Developer. Notwithstanding any language in this Declaration, this Declaration cannot be terminated without the prior written consent of the SRWMD.

10.2 Re-recording by Board. The Board is hereby given the right to rerecord this Declaration and any amendments or Supplements thereto, from time to time, to assist in assuring that the terms, provisions, *and covenants run with the land* and are not extinguished by the Marketable Record Title Act or other Florida Statute or provision of law.

10.3 Amendment of Declaration. Subject to further restrictions in Article 3, the following provisions govern the amendments of this Declaration:

10.3.1 By Developer. In addition to any other right of amendment or modification provided for in this Declaration, Developer shall have the right until Turnover, in its sole discretion and by its sole act without the joinder or consent of any Person, by an instrument filed or record, to modify, enlarge, amend, delete, waive or add to provisions of this Declaration or to correct any scrivener's errors; provided that such amendment (i) shall not destroy the general scheme or plan of development; and (ii) shall not be effective to modify any Supplement without written consent as required in such Supplement. The Association shall, within ten (10) days after request of Developer, join in any such amendments or modification and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request. Failure of the Association to so join and consent to an amendment or modification shall not be cause to prevent such modification or amendment from being made by Developer or to affect the validity thereof.

10.3.2 After Turnover. After Turnover, except as provided herein, all amendments must be adopted by a vote of a majority of the Board of Directors and a two-thirds (2/3) vote of the Owners present at a duly called meeting at which a quorum is present in person or by proxy.

10.3.3 Notice of Amendments to Developer. After Turnover, and so long as the Developer owns any of the Property, a true copy of any amendment to this Declaration shall be sent via certified mail by the Association to Developer within five (5) days after its adoption.

10.3.4 Developer Rights. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights, privileges or priorities of Developer or the Association under any of the Documents without specific written approval of the Developer or Association whichever is affected.

10.4 Enforcement. Developer reserves unto itself, its successors or assigns and its designees the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provisions, and to enforce any lien created by this Declaration. Failure by Developer or any Person to enforce any provisions shall not be deemed a waiver of the Developer's or any Person's right to do so thereafter. Developer may also delegate or assign, with the consent of the assignee or designee, exclusively or non-exclusively, on a temporary or permanent basis any or all of its rights, powers, duties or privileges hereunder to the Association, an Owner, or any other designee.

10.4.1 Priority of Right to Enforce. If Developer does not enforce the covenants, conditions, restrictions or other provisions of this Declaration, then the following parties may in the following priority enforce, and shall have the same right to enforce, the same as hereinafter set forth to the same extent as the Developer: (i) the

Association, and (ii) an Owner. If a party with a lesser priority desires to enforce this Declaration, then that party must first give thirty (30) days Formal Notice to the parties with higher priority that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) day period and if during such period the parties with the higher priority do not initiate enforcement procedures then the party of the lesser priority may initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

10.4.2 Attorney's Fees and Costs. The costs and attorney's fees incurred by the prevailing party in any action, including any appeal, to enforce the Documents shall be levied against the non-prevailing party, which shall result in an Enforcement Assessment.

10.4.3 Rights of SRWMD. The SRWMD shall have the right to enforce by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the SRWMS.

10.5 Fines. In addition to all other remedies provided for in this Declaration, the Association shall have the right after proper notice and opportunity for hearing to impose a fine on an Owner for failure of an Owner, his family members, guests, invitees, tenants and licensees, to comply with any provisions of the Documents or rules and regulations promulgated thereto. The Board of Directors shall provide Formal Notice to the Person against which the fine may be assessed of the specific nature of the alleged violation. The Formal Notice to Owner shall also specify that each reoccurrence of the alleged violation for each day during which it continues may be deemed a separate offense subject to a separate fine as determined by the Board of Directors not to exceed the maximum permitted by law per day for each offense. The fines may exceed \$1,000.00 in the aggregate. The Board shall, from time to time, establish in the Bylaws a system for imposing and administering fines. The lien created pursuant to this Section shall be created and foreclosed in the same manner as liens for nonpayment of other Assessments. Informal Notice of the date, time, place of the hearing and alleged violation will be mailed to the Owner, the Board of Directors and members of the hearing panel a minimum of three days before such hearing shall take place and such notice shall be posted in the same manner as notices of meetings of the Board of Directors. If an Owner commits the same violation, or a substantially similar violation, within 120 days following the hearing, or if no hearing is requested 120 days following the panel's determination regarding the original violation, such shall be construed as noncompliance on the first offense and upon Formal Notice by the Board a fine on the re-occurrence shall immediately become effective upon the majority vote of the Board. A fine pursuant to this Section shall be assessed against the Owner of a Lot which the violator occupies or was visiting at the time of the violation, whether or not the violator is an owner of the Lot, or, if the violation is by an agent, employee, contractor, subcontractor or materialman, then against the Owner of the Lot who retained the agent or employee or from whose property the contractor or subcontractor was going at the time the offense was committed. The fine shall be collectible in the same manner as any other assessment, including by the Association's lien rights. Nothing herein shall be

construed as a prohibition of or limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Association Documents including, but not limited to, legal action for damages or injunctive relief.

10.6 Suspension of Rights. In addition to all other remedies provided for in this Declaration and subject to limitations, if any, imposed by law, the Association shall have the right after proper notice and opportunity for hearing to suspend an Owner, Owner's family members, guest invitees, tenants and licensees right to use all or any portions of the Common Areas as a result of continued violation of failure to comply with any provisions of the Documents or rules or regulations promulgated pursuant thereto. If such person whose rights are suspended fails to comply with such suspension the Association shall be entitled to temporary or permanent injunction enforcing such suspension.

10.7 Suspension of Voting Rights. The Association may suspend the voting rights of a Member for the non-payment of Annual Assessments that are delinquent in excess of ninety (90) days.

10.8 Severability. If any provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction such holding shall in no way affect the validity of the remaining provisions of this Declaration all of which shall remain in full force and effect and such holding shall be limited to the most narrow application possible.

10.9 Dissolution. In the event of dissolution of the Association, each Lot shall continue to be subject to the Assessments specified in this Declaration and each Owner shall continue to be personally obligated to Developer or the successors or assigns of the Association, as the case may be for such Assessment to the extent that such Assessments are required to enable Developer or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the Common Areas and continues to be so used for the common use and enjoyment of the Owners.

10.10 Disposition of Surface Water Management System Upon Dissolution. If the Association has responsibility for any of the SWMS, then in the event of dissolution, termination or final liquidation of the Association the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which would comply with Section 40B-4.2035 F.A.C and be approved by the SRWMD prior to such termination, dissolution or liquidation.

10.11 Notices. Formal Notice and Informal Notice under this Declaration shall be given as follows:

10.11.1 Formal Notice. Formal Notice shall be delivered by one of the following means and such notice shall be deemed sufficient and complete: (a) upon

delivery by prepaid overnight courier service to the recipient at the recipient's address as then registered with the Secretary of the Association; (b) upon delivery by prepaid certified U.S. Mail, return-receipt requested; (c) by actual hand delivery of the notice to the recipient with an impartial witness present or the obtaining of a receipt from the recipient. In the event all of the above methods of Formal Notice fail, Formal Notice may be given by posting the notice on the premises with an impartial witness present.

10.11.2 Informal Notice. Informal Notice shall be delivered by one of the following means, and such notice shall be deemed sufficient and complete: (a) upon mailing by prepaid first class uncertified U.S. Mail; (b) by fax transmission to the recipient with a copy of the transmission, hand marked "receive" and return-faxed back to sender; (c) by electronic mail (E-Mail) if available and agreed to in writing between the Association and the Member, Subdeveloper or Volume Builder; (d) by posting on any community cable television (CATV) information channel, (e) by posting the notice on the Person's property. Posting by electronic means shall constitute "posting in a conspicuous place on Association property". If any Person desires to change that Person's mailing address, fax number, or E-Mail number, it is that Person's duty to accurately provide the Association with the new address, fax, or E-Mail information. Until proper written notice of change is given by any Person, each Person's address, facsimile (fax) or E-Mail number shall be as originally recorded between the Owner, the Board, or the Association as the relevant relationship may be.

10.11.3 Presumption of Notice. If the Declaration or any other Document does not specify whether Formal Notice or Informal Notice is required, it shall be deemed to mean that such notice shall be by Informal Notice.

10.12 Priority of Documents. In the event of any conflict among the Documents the following documents shall control in the order stated; this Declaration, Amendments, Supplements, the Articles of Incorporation, the Bylaws, Development Code and the Rules.

10.13 Condemnation. If the Association receives any award or payment arising from any taking of the Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Areas and improvements thereon to the extent deemed advisable by the Association and the remaining balance of such net proceeds, if any, shall then be held or disbursed or used to offset any assessments by the Association as the Board may determine.

10.14 Gender. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of one gender shall be deemed to include all genders.

10.15 Special Rights Reserved by Developer. In recognition of the fact that Developer and each Member has a continuing interest in the implementation by Developer of its plan of development of the Property and in recognition of the fact that

the property values of the Property are dependent upon the proper implementation of such plan by Developer, Developer hereby reserves the right, until Turnover, to approve any and all actions of the Association in its sole and absolute discretion including, but not limited to, the following: (1) the enforcement or non-enforcement by any Person or any of the remedies provided hereunder; (2) the Budget; (3) the Rules; (4) maintenance and services on the Property; (5) Special Assessments; (6) any improvement of the Common Areas and changes or modifications in services being furnished to the Property or to the Owners.

10.15.1 Amendments to Comply. Developer may, in its sole discretion, unilaterally amend this Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) the Department of Housing and Urban Development (HUD), the Veterans Administration (VA) and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Developer to make an amendment to this Declaration for any purpose whatsoever.

10.16 Non-Liability of Developer. DEVELOPER OR ASSOCIATION MAY ELECT TO INSTALL AND ESTABLISH SECURITY SYSTEMS, INCLUDING ROVING SECURITY PERSONNEL WITHIN PENNINGTON OAKS. NOTWITHSTANDING THE APPROVAL OR ESTABLISHMENT BY DEVELOPER OR ASSOCIATION OF ANY SECURITY SYSTEM, NEITHER DEVELOPER NOR ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SURVEILLANCE SYSTEM OR SECURITY SERVICES OR PERSONNEL WHICH MAY HEREAFTER BE PROVIDED. ALL OWNERS WAIVE ANY CLAIM FOR AND AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME, VANDALISM OR CASUALTY.

10.17 Venue, Governing Law and Waiver of Federal Jurisdiction. All Persons waive jurisdiction in Federal Court based upon diversity of citizenship. This Declaration shall be governed by and all questions relating to the interpretation, validity, performance, meaning, intention and enforcement hereof shall be governed by the laws of the State of Florida. Venue for all such matters shall be in Suwannee County, Florida.

10.18 Headings. The headings used herein are to facilitate locating the subject matter covered by various provisions and are not intended to be used to construe this Declaration or to ascertain the intentions of the parties.

10.19 Locator Map. For convenience, the Developer has attached hereto locator maps. The locator maps are for illustration purposes only and in the event of a conflict between the locator maps and the metes and bound legal descriptions for the Property and the Property, the metes and bounds legal descriptions shall control.

10.20 Invalid Provisions. If any provision of this Declaration shall be, become or be declared invalid, unenforceable or illegal the remaining provisions hereof shall be and continue in full force and effect and the invalid, unenforceable or illegal provision shall be construed to the maximum extent possible to effectuate its intent and the intent of the rest of the Declaration. In the event a provision is invalid, illegal or unenforceable under law at any given time, it shall not be permanently stricken but rather shall be suspended and in the event that a later change in law makes that provision valid, legal or enforceable at such later time, then such provision automatically comes back into full force and effect contemporaneously with said change in the law.

10.21 SRWMD Approval. Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the SRWMD.

10.22 Enforcement of Suwannee River Water Management District. The SRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the SRWMD. The SRWMD's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and/or the Owner(s). Should the SRWMD bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the SRWMD shall be entitled to an award of attorneys' fees and costs incurred by the SRWMD in such proceedings which shall include attorneys' fees and costs incurred in any administrative and appellate proceedings. The SRWMD shall have the right to file a lien in the public records of Suwannee County, Florida or any such attorneys' fees and costs awarded to the SRWMD by any court or administrative body.

ARTICLE 11

INDEMNIFICATION; LIABILITY

11.1 Indemnification. Without limiting applicable general law and except for intentional or gross negligence, the Association shall indemnify every officer, director, and Board member against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any such officer, director or Board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which they are made a party by reason of being or having been such an officer, director, or Board member, whether or not said individual still holds such capacity at the time such

claim is made or expenses incurred. The officers, directors and Board members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, or bad faith. The officers, directors and Board members shall have no personal liability with respect to a mistake of judgment, or any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer, director or Board member harmless (including attorney's fees and court costs) from and against any and all liability to others and any and all costs and attorney's fees incurred on account of any such mistake of judgment, contract or commitment, whether or not said individual is still in such capacity at the time such claim is made or expenses incurred. Any right to indemnification provided for herein shall not be exclusive of any other right of indemnification to which any officer, director or Board member, or former officer, director or Board member may be entitled by common law, statute or otherwise. The Association shall as an operating expense, maintain adequate insurance for this purpose, if such insurance is available for a reasonable price. Notwithstanding anything contained herein to the contrary, in instances where an officer, director, or Board member admits or is adjudged guilty of willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. In suits where willful malfeasance is alleged as a cause of action and the suit is proposed to be settled, the indemnification provisions set forth herein shall not be automatic and shall apply only when the Board of Directors approves their application to the settlement.

11.2 Discharge of Personal Liability. The Owners and the Association acknowledge and agree that in dealing with the Developer they are dealing with a corporate entity, not a human being. All Persons acknowledge and agree (by acceptance of the rights, property ownership interest, deeds, and benefits created and provided hereby) that the individuals who act for, represent, or work for the Developer do so on behalf of the Developer in their capacity as corporate representatives and not personally and individually. All Persons acknowledge and agree that in their present and future dealings with Developer they are each dealing with a corporate entity in the following matters: this Declaration or the preparation of this Declaration and all matters arising out of and relating hereto; the sale and purchase of any portion of the Property and representations made therein; the Development Codes and decisions made based thereon; the construction or management of the Common Area; the Developer's dealings with the Owners; and future negotiations and performance of this Declaration and matters arising out of and relating hereto. All of these matters and all matters reasonably inferable from the matters expressly set forth in this paragraph are referred to hereinafter in this paragraph as "the discharged matters" and wherever that phrase appears in this paragraph it shall be taken to mean and include all of such matters. The provisions of this paragraph are fundamental to this Declaration, and no Lots or Unplatted Tracts would be conveyed or Association created, without acceptance of the provisions of this paragraph. Therefore, in consideration for the making of this Declaration the conveyance of Lots, Unplatted Tracts and the Common Areas, and the acceptance of the benefits, the aforesaid individuals are released and discharged forever of and from any and all rights, claims, damages, demands, actions, causes of action, or suits in equity, of whatever kind or nature, and whether accruing now or in the

future, and whether known or unknown to the parties, arising out of or relating to the discharged matters.

11.3 Notice of Special Conditions. Each Owner has sought to acquire an interest in land or property in Pennington Oaks because it offers a style of life not available in other locations. Specific to that style of life is the presence of conditions created or maintained to enhance the aesthetic appeal of the development, including but not limited to monuments and other structures or obstructions in the rights-of-way; fountains; deep lakes; trees that invite climbing; trees or other vegetation located in the rights-of-way; narrow lanes and roadways; tight road curves; and unfenced bodies of water. Other potential hazards include naturally maintained or unmaintained trees, plants, and other vegetation, including those with thorns or toxic varieties, bees attracted or intentionally maintained on the premises for pollination or honey production; snakes, alligators, amoebas or any other wildlife; atypical or non-conforming methods of road signage and construction; structures that invite climbing; bridges; natural gas lighting; stairs and entryways to Common Areas and Easement Areas; bicycles, rollerblades or skates, small powered trolleys, shuttles or other wheeled or motorized devices sharing the sidewalks with pedestrians; and irrigation with reclaimed water. These conditions are potentially dangerous and may be the cause of injury or death, with or without reasonable care in their creation, maintenance or use.

11.4 Self Reliance; Assumption of Duty. By electing to acquire an interest in land or property in Pennington Oaks each Owner does and hereby agrees to assume the risk of injury, death or loss to person or property arising out of or related to or caused by or on account of the conditions described herein and the condition of the property and improvements throughout Pennington Oaks and to assume the duty to be solely responsible for inspecting or relying upon the safety of the premises and services provided, including but not limited to the safety and fitness of the lands, lakes, ponds or waterways, roads, improvements, structures, Common Areas, pathways, landscaping, and the sufficiency of any security or security patrols provided and to be self-reliant in the exercise of that duty.

11.5 Release. Each Owner, by act of acquiring interest in land or property, does and hereby, for himself/herself/itself, and for his/her/its principals, agents, employees, heirs, personal representatives, statutory beneficiaries, assigns, or successors in interest, minor children, wards, or incompetents for whom the Owner is the legal or natural guardian, releases the Developer and the Association, their principals, agents, employees, assigns, and successors in interest from any and all claims, demands, damages, liens, losses, subrogated interests, costs, actions, causes of action, or suits of any kind or nature whatsoever arising out of, related to, caused by, or on account of any and all injuries or claims known or unknown, occurring in the past or future, both to person or property, arising out of, related to, or caused by or on account of any act, omission, incident, or occurrence, including, but not limited to, that arising from, related to caused by or on account of any negligence of these entities, their principals, agents, employees, assigns or successors in interest, or acts or omissions for which they are jointly or vicariously liable.

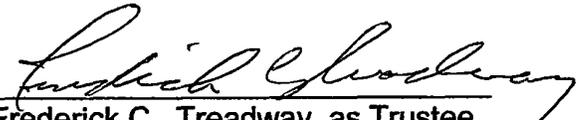
IN WITNESS WHEREOF, Developer has executed this Declaration on the day and year first above written.

Signed, sealed and delivered
in the presence of

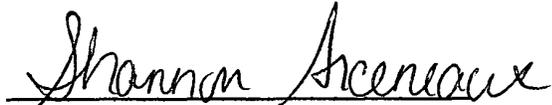
THE 5 O'CLOCK FARM, LLC



Kent Arceneaux
(Name printed or typed)

By: 

Frederick C. Treadway, as Trustee
of the Frederick C. Treadway Trust,
dated January 16, 2008, as amended,
as Manager



Shannon Arceneaux
(Name printed or typed)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of April, 2020, by Frederick C. Treadway, as Trustee of the Frederick C. Treadway Trust, dated January 16, 2008, as amended, as Member of The 5 O'Clock Farm, LLC (notary must check applicable box)

{Notary Seal must be completed}





Signature of Notary

Corinne LeClaire
Name of notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): 123622
My commission Expires (if not legible on seal): 9/20/21

- Personally Known.
- Produced a current Florida driver's license as identification.
- Type of Identification Produced _____

- Exhibits: "A" - Property Submitted to Declaration
- "A-1" - Property Locator Map

EXHIBIT "A"

PENNINGTON OAKS

Part of the West 1/2 of Section 8, Township 4 South, Range 15 East, Suwannee County, Florida, being more particularly described as follows: For Point of Beginning commence at the Southeast corner of said West 1/2, thence run South 88°28'24" West along the South line of said Section 8, a distance of 2663.44 feet to the Southwest corner of said Section 8; thence run North 00°53'10" West along the West line of said Section 8, a distance of 2641.59 feet to the centerline of 164th Street; thence run along said centerline the following courses: North 88°00'01" East, 1128.99 feet; North 88°17'15" East, 388.23 feet; South 86°24'04" East, 95.49 feet; South 76°19'12" East, 66.85 feet; South 61°45'19" East, 78.35 feet; South 47°49'21" East, 78.58 feet; South 44°41'47" East, 202.09 feet; South 52°12'35" East, 118.24 feet; South 59°19'40" East, 150.49 feet; South 62°20'23" East, 151.60 feet; South 71°04'36" East, 153.70 feet; South 77°09'41" East, 137.49 feet to the intersection of said centerline and the centerline of 45th Road, said intersection being the Point of Terminus of said courses; thence run along the centerline of said 45th Road the following courses: South 21°17'26" West, 117.07 feet; South 16°16'54" West, 74.56 feet; South 07°59'42" West, 84.77 feet; South 07°00'58" East, 88.26 feet; South 23°01'36" East, 49.51 feet; South 29°48'38" East, 104.52 feet; South 25°24'43" East, 76.91 feet; South 13°05'15" East, 84.25 feet; South 04°02'13" East, 103.60 feet to the Terminus of said courses; thence run North 85°57'47" East, a distance of 27.97 feet to the East line of said West 1/2 of Section 8; thence run South 01°56" East along said East line, a distance of 1324.94 feet to the Point of Beginning.

Containing 151.38 acres more or less.

UNOFFICIAL DOCUMENT

Exhibit A-1



UNOFFICIAL COPY