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SANTA ROSA COUNTY, FLA.

WOODBINE SPRINGS PLANTATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made and entered in this 1st day of October, 1984, by C.P. Properties, Inc., a Florida corporation.

W I T N E S S E T H:

Whereas, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

Woodbine Springs Plantation, a subdivision according to Plat Book D, Page 16 of the public records of Santa Rosa County, Florida.

Now, therefore Declarant declares that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I
Definitions

Section 1. "Association" shall mean and refer to Woodbine Springs Plantation Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot by Declarant shall be those areas designated as "Private Park," "Woodbine Springs Lake" and all roads and rights of way (and any land not marked as Lots/Block lying within any such roads or right of way) on the recorded plat of Woodbine Springs Plantation.

Section 3. "Declarant" shall mean and refer to C.P. Properties, Inc., a Florida corporation, its successors and assigns.

Section 4. "Lot" shall mean and refer to all of those Lots shown on the recorded subdivision plat of Woodbine Springs Plantation, except for Lots 33 and 72, Block A, and Lots 5 and 6, Block E.

Section 5. "Non-Access Easement" refers to those certain 20 foot strips of land along the rear Lot lines of Lots 1-20, 22-32, 34-63, 65-71 and 73-79, Block A and Lots 67-74, Block B, all as more particularly set forth in the Plat of Woodbine Springs Plantation. The Non-Access Easements shall not be considered a part of any Common Area, but rather is intended to be and shall be a part of each of the Lots upon which same is located. Part of all of the non-access easement along the rear lot lines of Lots 11-20, 22-32, ad 34-48, Block A, is, at the time of recording this Declaration, subject to an easement for ingress and egress in favor of St. Regis Paper Company pursuant to reservation contained in Deed recorded in Deed Book 160, Page 161 of the Public Records of Santa Rosa County, Florida.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

Article II
Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

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ES&C File A-21, 165-5

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Article III

Architectural Control

No structure or other improvement shall be erected, altered or placed on any Lot in the subdivision until the design, location, plans, specifications and plot plan showing the nature, kind shape, height, materials, color and location of such structure or improvement have been approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by a majority vote of the Board of Directors of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated Architectural Review Committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required and this article will be deemed to have been fully complied with.

Article IV

Use Restrictions

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure for not more than three vehicles with a servant's room, tool room and/or laundry room attached to same. Any such permitted detached structure shall be set back so that the front thereof is no closer to the front street line than the front of the residential structure.

Section 2. All buildings erected or constructed on any Lot shall not exceed two and one-half stories in height and shall contain a minimum of 1,700 square feet of floor area on a "lakefront" Lot and 1,500 square feet of floor area on all other Lots. For purposes of this Declaration, "lakefront" Lot shall mean and refer only to those Lots bordering on Woodbine Springs Lake. All buildings shall be set back 50 feet from the front Lot line; 15 feet from each side Lot line (expect that structures on corner Lots shall be set back 20 feet from each side street line); and 30 feet from the rear Lot line (expect that all buildings on lakefront Lots shall be set back 100 feet from the water's edge of Woodbine Springs Lake and all buildings on Lots with a Non-Access Easement shall be set back 50 feet from the rear Lot line). No driveway, patio or other improvement shall be located nearer than 5 feet to the side or rear Lot lines, nor nearer than 20 feet to any Non-Access Easement. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements for cul de sac and nonrectangular Lots may be granted by the Board of Directors of the Association, or its Architectural Review Committee.

Section 3. The minimum square foot area of proposed buildings and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width dimensions of each story of the buildings or structure, except that garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 4. No outside antennas, poles, masts, towers, satellite receiving dishes or the like (except commonly utilized housemounted television antennas) shall be erected on any Lot.

Section 5. All dwellings, yards, drives and landscaping must be maintained at all time. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the subdivision, the Association and/or any appropriate governmental agency.

Section 6. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or camouflaged from street view (and in the case of lakefront Lot, enclosed or camouflaged from water view) shall be permitted only to the rear of the back line of the residential structure.

Section 7. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be kept clean and sanitary, and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line.

Section 8. No trailer, house trailer, motor home, basement, tent, and, garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

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Section 9. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, trucks, vans and other such vehicles shall not be parked anywhere temporarily or permanently, except in garages, carports or otherwise enclosed or camouflaged, so as not to be detrimental to the appearance of the property from any Lot line.

Section 10. Noxious or offensive activity shall not be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

Section 11. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable, and do not constitute a nuisance, and further provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 12. No chain link fence shall be allowed and no fence shall be erected nearer to the front Lot line of the Lot than the front line of the residential structure and any such fence shall be of wood or other decorative material, shall be in conformity with the architectural design of the residential structure and shall not exceed 6 feet in height. Growing hedges may be used as fences on the front, side or rear of the property but shall not exceed 6 feet in height. Notwithstanding the foregoing, however, no fence, growing hedge or the like in excess of 4 feet in height shall be allowed within 75 feet of the water's edge of the lake.

Section 13. Residences shall be designed so that the rear as well as the front of each residence is attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months.

Section 15. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than 6 square feet advertising the property for sale, or signs used by a builder to advertise the property during construction.

Section 16. No Lot shall be increased in size by filling in of any body of water, creek or any waterway on which it may abut.

Section 17. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that (a) the square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest platted Lot which was resubdivided, and (b) the Board of Directors of the Association or its Architectural Review Committee shall approve the same by an instrument recorded in the Public Records of Santa Rosa County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration.

Section 18. No individual sewage disposal system shall be permitted on any Lots unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Santa Rosa County Health Department and any other governmental entity having jurisdiction thereof. Approval of such individual sewage disposal system, as installed, shall be obtained from such authority or authorities. In no event shall any septic tank and/or drain field be located nearer than 100 feet to any lake, stream or other body of water.

Section 19. A general utility easement 5 feet in width along all interior and rear Lot lines of each Lot for purposes of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction of flow of drainage channels. This easement area of each Lot and all improvements within same shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. In the event the easements herein provided for are less than that indicated upon the recorded plat of the subdivision, the easement reflected upon the recorded plat shall govern.

Section 20. The following restrictions shall apply with respect to operation of a boat on the Woodbine Springs Lake: no boat in excess of 18 feet in length shall be used on the lake; no boats shall be propelled by motors except electric trolling type motors not to exceed 3 horsepower; no boats in a state of disrepair shall be stored on or along said lake; and no boat hull scraping, painting or the like shall be allowed in, on or over the lake.

Section 21. Any construction, modification, changes or alterations in existing or new improvements, between the water's edge of Woodbine Springs Lake and the rear Lot set back line, consisting of the construction or alteration of fences, patios, gazebos, swimming pools, retaining walls, seawalls, groins, piers, docks, boat docks, jettys and the like, shall first be approved by the Board of Directors of the Association or the Architectural Review Committee, in addition to any governmental

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agency having jurisdiction over such matters. No wharf, groin, pier, dock, boat dock, seawall, jetty or the like shall extend into Woodbine Springs Lake more than 25 feet from the shoreline and same shall not be located nearer than 10 feet from any side Lot line; provided, however, that the Owners of 2 or more adjoining Lots, may, with the Board of Directors or its Architectural Review Committee's prior approval, construct a common boat dock or similar structure, in which event the side Lot line set back just referenced shall not apply to those Lot lines common to such adjoining Lots. No boat houses shall be allowed.

Section 22. It is hereby reserved unto the Association a right of entry on and across all Non-Access Easements for purposes of improving an/or maintaining same, should it desire to do so (although it is not obligated to do so). Within such Non-Access Easements, no structure, improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly; destroy or adversely affect the natural buffer inherently provided by same; or obstruct or interfere with any improvements thereto made by the Association or maintained thereon by the Association. The Non-Access Easements shall be maintained by the Owners of the Lots upon which same is located in a natural state, except for those improvements, if any, made thereto by the Association. In no event may a Non-Access Easement be crossed (by driveway, sidewalk, pathway, road or the like) to provide access to any Lot, including the Lots upon which it is located.

Section 23. With respect to Lot 1, Block A, and Lot 74, Block B, no driveway entrances from the road or right-of-way on which they abut shall be located nearer than 100 feet to Woodbine Road (State Road No. 197-A).

Section 24. No Lot shall be clearcut of all trees nor shall trees be cut on any Lot so that there is less than 1 mature tree of at least 3 inches in diameter (measured 4 feet from the ground) for each 2,000 square feet of land area. No tree with a diameter greater than 6 inches (measured 4 feet from the ground) shall be cut down unless it shall interfere with construction of the residential structure or as otherwise approved by the Board of Directors of the Association or its Architectural Review Committee.

Section 25. The Board of Directors of the Association, or its Architectural Review Committee, shall by a 2/3 vote have the authority to waive in writing minor violations of any of the provisions of this Article IV (including waivers in excess of the 10% standard set forth in Section 2 of this Article) and/or grant minor deviations or variances where it is clearly demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the subdivision as a whole land, and, that same is consistent with a first class single residential subdivision. Neither the Board of Directors of the Association, or its Architectural Review Committee, nor any of either's members, shall in any way or manner be held liable to any Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authorities conferred by this Section.

Article V

Assessments

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed, in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person (s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Areas, any real property owned by the Association or any public property adjacent to or in the vicinity of the Lots. The Association shall have the obligation to maintain the Common Areas and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads and other Common Areas.

Section 3. Annual Assessment. Until January 1, 1986, the maximum annual assessment shall be \$50.00 per Lot.

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- (a) From and after January 1, 1986, the maximum annual assessment may be increased each year not more than 10% above the potential maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1986, the maximum annual assessment may be increased above 10% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- (d) Regardless of the provisions above, the Association shall be obligated to pay all valorem real property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the amount assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purposes of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this article shall be sent by United States Mail, postage prepaid, to all Owners (as of 30 days prior to date of mailing such notice) not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/3 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least 30 days in advance of each annual assessment period (except for the year 1985, when the Board of Directors of the Association may fix the amount of the 1985 annual assessment at any time prior to October 1, 1985). Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclosure the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such

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sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of 2/3 vote of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand therefore), as well as reasonable attorney's fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of such Lot at the time such maintenance is performed.

Article VI

Common Areas

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

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed 90 days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;
- C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast 2/3 of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance; provided, however, that for a period of 2 years from date of recording this Declaration, Developer may, without action of the Association, grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which Developer, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;
- D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder;
- E. The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of Woodbine Springs Lake or private parks by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and surveyors of services solicited by the Owner, and deliveryman.

Section 3. Grant/Reservation of Easements.

- A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

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- B. Declarant does hereby grant to Braden L. Ball and Theda S. Ball, their heirs, personal representatives, successors, assigns, family members and invitees a nonexclusive perpetual easement and right of ingress and egress across all roads and right-of-ways reflected on the recorded subdivision plat of Woodbine Springs Plantation.
- C. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within Woodbine Springs Plantation.

Article VII

General Provisions

Section 1. The Association, the Declarant, or and Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of and condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant or lien.

Section 2. Invalidation of any one of the covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 25 years from the date this restated Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Lot Owners. After the initial 25 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the forgoing, Declarant reserves the right unto itself to amend this Declaration at any time within two years after date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Providing (1) same is first approved by a majority vote of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, or by the Board of Directors of the Association; (2) Declarant pays to the Association and amount equal to the then applicable annual assessment times the number of Lots and/or building sites proposed to be annexed (unless a lesser amount is agreed to by the Association), additional residential property (either single residential detached and/or multifamily) and Common Areas may be annexed by Declarant whereupon the Owners of such additional property shall thereupon and thereafter have the same rights, privileges and benefits, including, but not limited to, the right to use the Common Areas, and be subject to the same responsibilities and obligations (with the exception of Article IV which shall not apply to any multifamily building sites), as if such annexed Lot and/or building sites (and the Owners of same) were originally described herein, unless otherwise agreed between Declarant and the Association at the time of annexation.

Section 5. Recorded in Official Record Book 677, Page 696 of the Public Records of Santa Rosa County, Florida, is a certain agreement between Pensacola Home and Savings Association (Declarant's predecessor in title to the property subdivided as Woodbine Springs Plantation) and Braden L. Ball and Theda S. Ball, husband and wife, which said agreement purports to restrict in certain respects the use and development of, among other lands, said property. Contemporaneously with recording of the Declaration, the said Pensacola Home and Savings Association and Braden L. Ball and Theda S. Ball, husband and wife, will be recording in the Public Records of Santa Rosa County, Florida, a document canceling, releasing, revoking, rescinding and declaring unenforceable all matters set forth in the original agreement. Declarant, as evidenced by its signature hereto, the Association, and all Owners and all persons claiming under them, by acceptance of a deed or conveyance of a Lot agree that the original agreement between Pensacola Home and Savings Association and Braden L. Ball and Theda S. Ball, husband and wife (as recorded in Official Record Book 677, Page 696 of the Public Records of Santa Rosa County, Florida) shall be of no force and effect and shall be unenforceable, and neither Declarant, the Association nor

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any Owner or any person claiming under them, shall have any right whatsoever in any manner (at law, in equity or otherwise) to enforce same to any extent against any other person or entity whomsoever or whensoever.

Section 6. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 7. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

IN WITNESS WHEREOF, C.P Properties, Inc. has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 1st day of October 1984.

Attest:

C.P. PROPERTIES, INC., a Florida
corporation

By: _____
Its Secretary

By: _____
John S. Carr, Its President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of October, 1984, by John S. Carr, President of C.P. Properties, Inc., a Florida corporation on behalf of said corporation.

Notary Public, State of Florida

My Commission Expires: _____

(SEAL)

JOINDER

Pensacola Home and Savings Association, a savings and loan association existing under the laws of the State of Florida, holder of a mortgage on the property subject to the foregoing Declaration of Covenants, Conditions and Restrictions, does hereby join in same and recognizes that their rights as Mortgages are subject to same.

PENSACOLA HOME AND SAVINGS ASSOCIATION

By: _____
Walter J. Ritchie, Jr., President

DISCLAIMER

In December of 2002 the Woodbine Springs Plantation Board of Directors requested that Etheridge Property Management, Inc. re-type the Associations Covenants, Conditions and Restrictions as Recorded in Record Book 710, Page 737 of the Santa Rosa County, Florida records. While the re-typed documents has been checked for accuracy, this document should not be relied upon as an Official copy of the Covenants, Conditions and Restrictions as they are available through the Official Records of Santa Rosa County.